

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

**MELISSA GUINN, AND MELISSA GUINN,  
AS GUARDIAN AD LITEM FOR HER MINOR  
DAUGHTER, ARABELLA LAFERRERA,**

*Plaintiffs,*  
*v.*

**DOTTIE'S HOUSE, INC., HELEN LASKY,  
KAREN KIRTON, JOHN / JANE DOE (1-50),  
AND XYZ CORPORATIONS (1-50),**

*Defendants.*

Civil Action No. \_\_\_\_\_

**VERIFIED COMPLAINT FOR  
DECLARATORY, INJUNCTIVE RELIEF,  
AND EQUITABLE RELIEF**

**INTRODUCTION**

1. The lead Plaintiff in this emergent matter is Melissa Guinn. Melissa is physically disabled due to an assault she suffered in a domestic violence incident in 2020. The case against the abuser is still pending and Melissa is a necessary witness in that case. Melissa is homeless. She has a 2-year-old daughter who is disabled, medically compromised, and also homeless. Both Melissa and her daughter are disabled as that term is defined by the Americans with Disabilities Act and Rehabilitation Act (hereinafter, “ADA” and “RA”). On or about June 16, 2020 Melissa and her infant daughter, Arabella, moved in to a homeless shelter which holds itself out to protect homeless women who are victims of domestic assault and abuse. The name of the shelter is “Dottie’s House” and it maintains a residence apartment building for victims like Melissa at a confidential address in New Jersey. Dottie’s House receives federal funding through Community Development Block Grants supplied by HUD. Dottie’s House also received two SBA PPP grants under the CARES Act. Melissa and Arabella were to stay at Dottie’s House for 24 months under the housing agreement, as discussed further below.
2. On the day Melissa and her daughter moved in, Melissa was required to sign a “Program Manual and Housing Agreement.” Under its terms Melissa was required, among other things, to post a payment for a security deposit. On November 1, 2021, at approximately 7pm, Melissa

was handed a “Notice of Termination” by a Dottie’s house employee, defendant, Karen Kitron. The notice alleged violations of program rules. The alleged violations are 1) failure to remove items from the housing unit and 2) verbal disrespect of Dottie’s House staff. Under the terms of the notice, Melissa was called upon to execute it and, by consent, vacate the premises by 7pm today, November 2, 2021. In other words, Melissa was given 24-hours-notice to vacate. Upon advice of counsel, Melissa refused to execute the notice of termination. If she fails to vacate voluntarily, defendant Kitron has warned that the local police will be called to forcibly remove Melissa and her daughter. Dottie’s House is fully aware of Melissa’s and her daughter’s disabilities.

3. Through counsel, a request was made for a reasonable accommodation given the underlying disabilities – namely – an extension of time beyond 24 hours within which to find alternate shelter housing. That request was summarily denied by defendant, Kitron.
4. Unless there is immediate and emergent intervention by this Court, a disabled homeless woman who is the victim of domestic abuse, and her homeless disabled daughter, will be forced to sleep tonight in Melissa’s car starting at 7:01 pm.

### **PARTIES**

5. Plaintiff Melissa Guinn is a homeless woman and is disabled as that term is defined under the ADA and RA. She has a legal address of 305 Elm Avenue, Rahway, New Jersey 07056 – UNION COUNTY – as that address is used for the filing of taxes and for maintaining her driver’s license with NJ MVC. *See Exhibits A (driver’s license) and Exhibit B (tax return).*
6. Plaintiff, Melissa Guinn, as Guardian ad litem for her minor daughter, Arabella, is identified as above and is the biological mother and legal guardian of Arabella. Arabella is diagnosed with congenital malformation syndrome primarily affecting facial features, labial adhesions, anemia and developmental delays of motor function. *See, Exhibit C, Letter of Dr. Castillo.* Arabella’s disability will call for reconstructive surgery as it compromises her ability to breathe. She is at increased risk for complications of any respiratory illness, such as COVID.
7. Defendant, Dottie’s House, Inc. is a non-profit organization operating in the State of New Jersey. It holds itself out as a program for victims of domestic violence and provides housing support for victims who are homeless, along with educational, therapeutic, and transitional occupational support. Dottie’s House is funded through multiple sources. Those funding

sources include Community Development Block Grants through HUD and in the last two years, have included SBA PPP grants under the CARES Act. Defendant Dottie's House carries a North American Industry Classification System code of 624229- Other Community Housing Services which is comprised of establishments primarily engaged in providing one or more of the following community housing services: (1) transitional housing to low-income individuals and families; (2) volunteer construction or repair of low-cost housing, in partnership with the homeowner who may assist in the construction or repair work; and (3) the repair of homes for elderly or disabled homeowners.

8. Defendant, Helen Lasky, is an employee at Dottie's House and has called for the immediate termination and removal of Melissa and Arabella.
9. Defendant Karen Kitron, is an employee at Dottie's House and has called for the immediate termination and removal of Melissa and Arabella and has also refused all requests for accommodation, meaning, an extension of time within which to relocate.
10. John / Jane Doe (1-50) are unknown and unidentified employees, agents, or servants of Defendant, Dottie's House, who need also be restrained and enjoined from evicting Plaintiffs from a homeless shelter.
11. XYZ Corporations (1050) are unknown and unidentified entities which are affiliated with or parents to of subsidiaries of defendant, Dottie's House, who need also be restrained and enjoined from evicting Plaintiffs from a homeless shelter.

#### **NON-PARTIES**

12. The Brick Police Department is a public entity in the State of New Jersey and defendant Kitron has threatened to call that department and have it forcibly remove Melissa and Arabella if they do not vacate Dottie's House by 7pm November 2, 2021.
13. The Union Township Municipal Prosecutor's Office is a public entity in the State of New Jersey that is presently prosecuting a DV matter in which Melissa is the victim and is a necessary witness. It relies upon Melissa having some measure of stability in housing in order to facilitate her participation in the ongoing prosecution in which she is the victim.

#### **JURISDICTION**

14. The Court has subject-matter jurisdiction over this action and personal jurisdiction over the parties under 28 U.S.C. § 1331, 22 U.S.C. § 2201 and 28 U.S.C. § 1343(3). The Court has supplemental jurisdiction over any of Plaintiff's related state law claims pursuant to 28 U.S.C. § 1337.

**VENUE**

15. Venue in the District of New Jersey is proper under Section 1391(b)(1) and (2) of Title 28 of the United States Code because all events and acts of omission or commission occurred and all of the property involved in this action is situated within the District of New Jersey.

**FACTS AND ALLEGATIONS COMMON TO ALL COUNTS**

16. On or about August 2, 2019, Melissa Guinn was the victim of domestic abuse. The case against the alleged abuser remains pending in the Union Township Municipal Court. *See, Exhibit D, incident report.* Melissa was injured and rendered physically disabled by the assault. *See Exhibit D-1.*

17. On or about June 16, 2020 Melissa and her infant daughter, Arabella, moved in to a homeless shelter which holds itself out to protect homeless women who are victims of domestic assault and abuse. The name of the shelter is "Dottie's House" and it maintains a residence apartment building for victims like Melissa at an undisclosed address in New Jersey. Dottie's House receives federal funding through Community Development Block Grants supplied by HUD. *Exhibit E.* Dottie's House also received two SBA PPP grants under the CARES Act. *Exhibit F.* Melissa and Arabella were to stay at Dottie's House for 24 months under the housing agreement, as discussed further below.

18. On the day Melissa and her daughter moved in, Melissa was required to sign a "Program Manual and Housing Agreement." Under its terms Melissa was required, among other things, to post a payment for a security deposit. *Exhibit G.* On November 1, 2021, at approximately 7pm, Melissa was handed a "Notice of Termination" by a Dottie's house employee, defendant, Karen Kitron. The notice alleged violations of program rules. The alleged violations are 1) failure to remove items from the housing unit and 2) verbal disrespect of Dottie's House staff. Under the terms of the notice, Melissa was called upon to execute it and, by consent, vacate

the premises by 7pm today, November 2, 2021. In other words, Melissa was given 24-hours-notice to vacate. ***Exhibit H.*** Upon advice of counsel, Melissa refused to execute the notice of termination. If she fails to vacate voluntarily, defendant Kitron has warned that the local police will be called to forcibly remove Melissa and her daughter. Dottie's House is fully aware of Melissa's and her daughter's disabilities. ***Exhibit I.***

19. Through counsel, a request was made for a reasonable accommodation given the underlying disabilities – namely – an extension of time beyond 24 hours within which to find alternate shelter housing. That request was summarily denied by defendant, Kitron. *See email string, Exhibit I.*
20. Unless there is immediate and emergent intervention by this Court, a disabled homeless woman who is the victim of domestic abuse, and her homeless disabled daughter, will be forced to sleep tonight in Melissa's car starting at 7:01 pm.

### **FIRST CLAIM FOR RELIEF**

(Violations of Section 504 of the Rehabilitation Act of 1973)

21. The allegations of Paragraphs 1 through 20 are hereby alleged and incorporated by reference.
22. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability by recipients of federal financial assistance such as the Defendants. 29 U.S.C. § 794.
23. The entity Defendants receive the benefits of federal financial assistance, *inter alia*, through the U.S. Department of Housing and Urban Development and the CARES Act. .
24. Plaintiffs are individuals with a disability within the meaning of the Rehabilitation Act of 1973.
25. Entity Defendants have discriminated against Plaintiffs in violation of 29 U.S.C. § 794 and its implementing regulation as more fully described above. Such discrimination includes but is not limited to refusing a reasonable accommodation given Ms. Guinn's underlying disability.
26. Plaintiffs were qualified to participate in the services, programs, activities, and benefits provided by the Defendants within the meaning of the Rehabilitation Act of 1973.
27. Entity Defendants denied Plaintiffs access to programs, benefits, and services provided to other victims of domestic or sexual violence without a disability solely on the basis of Plaintiffs' disability, thereby violating the Rehabilitation Act of 1973.
28. Despite the clear provisions of the Rehabilitation Act of 1973, its knowledge of the deficiencies of its policies and practices, its knowledge of Plaintiffs' entitled rights and need for

accommodation, the entity Defendants persisted in imposing conditions and practices that discriminate against Plaintiff Emily Reduce and Plaintiffs

29. Plaintiffs have been injured and aggrieved by and will continue to be injured and aggrieved by the Defendants' discrimination.

WHEREFORE, Plaintiffs requests:

1. That this Court declares the actions of the Defendants described in this Complaint to be in violation of the Rehabilitation Act of 1973;
2. That this Court enter an injunction ordering Defendants to cease discrimination on the basis of disability including but not limited to Plaintiffs;
3. That this Court award Plaintiffs their reasonable attorney's fees and cost; and
4. That this Court award such additional and alternative relief as may be just, proper and equitable.

**SECOND CLAIM FOR RELIEF**

(Breach of Contract)

30. The allegations of Paragraphs 1 through 29 are hereby alleged and incorporated by reference.

31. By virtue of the existence of Program Manual and Housing Agreement., Defendants entered into an express and implied contract with the Plaintiffs to perform such non-delegable duties associated with the provisions of Section 504 of the Rehabilitation Act, and provide Plaintiffs with the benefits of the programs.

32. Defendants breached that contract and the implied covenant to act in good faith and deal fairly with Plaintiffs by discriminating against the Plaintiffs on the basis of their disabilities as more fully described herein; thereby, breaching the express terms of the Program Manual and Housing Agreement.

33. Defendants further breached their duty to act in good faith by utilizing deceptive practices in order to avoid their legal obligations to remedy the open and obvious discrimination against the Plaintiffs.

34. Plaintiffs have been injured and aggrieve by and will continue to be injured and aggrieved by this deprivation of their rights.

WHEREFORE Plaintiff requests:

1. That this Court declares the actions of the Defendants to be in breach of the contract between Plaintiffs and Defendants through the act of discriminating against the Plaintiffs on the basis of disability;
2. That this Court enter an injunction ordering Defendants to cease discrimination on the basis of disability against students with an IEP or Section 504 Plan including but not limited to Plaintiffs;
3. That this Court award Plaintiffs their reasonable attorney's fees and cost; and
4. That this Court award such additional and alternative relief as may be just, proper and equitable.

Respectfully submitted,

/s/ William Strazza, Esq.

William Strazza, Esq.

THE LAW OFFICE OF WILLIAM STRAZZA, LLC

1 Mill Ridge Lane, Suite 106

Chester, New Jersey 07930

Voice: 908-955-0734

Fax: 908-800-0575

Email: ws@lowspc.com

/s/ Matthew J. Werner, Esq.

Matthew J. Werner, Esq.

THE LAW OFFICE OF WILLIAM STRAZZA, LLC

1 Mill Ridge Lane, Suite 106

Chester, New Jersey 07930

Voice: 908-955-0734

Fax: 908-800-0575

Email: mjw@lowspc.com

**CERTIFICATION PURSUANT TO CIV. RULE 11.2 AND 28 U.S.C. §1746**

William Strazza, of full age, and an attorney in good standing and admitted to practice in the State of New Jersey and within the District Court for the District of New Jersey, upon his oath, hereby declares and says:

1. The matter in controversy presented herein is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding; and
2. I am not aware of any other party who should be named as a Defendant in the within matter.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on November 2, 2021.

/s/ William Strazza, Esq.

William Strazza, Esq.

THE LAW OFFICE OF WILLIAM STRAZZA, ESQ.

560 Main Street

Chatham, New Jersey 07928

Voice: 973-387-8486

Fax: 973-339-7461

Email: ws@lowspc.com

**VERIFICATION PURSUANT TO 28 U.S.C. §1746**

MELISSA GUINN, upon her oath, hereby deposes and says:

1. I am the guardian ad litem for the minor plaintiff, Arabella Laferrera.;
2. I have reviewed the entirety of this Verified Complaint, and swear under penalty of perjury under the laws of the United States of America that everything contained therein is true and correct.
3. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on November 2, 2021.

s/Melissa Guinn

Melissa Guinn

Sworn to before me, electronically, on this 2nd day of November, 2021.  
(All facsimile/ electronic signatures as true representations of the original)

/s William Strazza

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William Strazza,  
An Attorney Admitted to  
Practice in the State of New Jersey

# EXHIBIT A



# EXHIBIT B

**Form 1040**Department of the Treasury—Internal Revenue Service  
U.S. Individual Income Tax Return

(99)

**2019**

OMB No. 1545-0074

IRS Use Only—Do not write or staple in this space.

**Filing Status**
 Single     Married filing jointly     Married filing separately (MFS)     Head of household (HOH)     Qualifying widow(er) (QW)

Check only one box.

If you checked the MFS box, enter the name of spouse. If you checked the HOH or QW box, enter the child's name if the qualifying person is a child but not your dependent. ►

Your first name and middle initial <b>MELISSA J</b>	Last name <b>GUINN</b>	<b>Your social security number</b>
If joint return, spouse's first name and middle initial	Last name	<b>Spouse's social security number</b>
Home address (number and street). If you have a P.O. box, see instructions. <b>305 ELM AVE</b>		Apt. no.
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). <b>Rahway NJ 07065</b>		<b>Presidential Election Campaign</b> Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. <input type="checkbox"/> You <input type="checkbox"/> Spouse
Foreign country name	Foreign province/state/county	Foreign postal code
If more than four dependents, see instructions and ✓ here ► <input type="checkbox"/>		

**Standard Deduction**    Someone can claim:     You as a dependent     Your spouse as a dependent  
 Spouse itemizes on a separate return or you were a dual-status alien

**Age/Blindness**    You:     Were born before January 2, 1955     Are blind    Spouse:     Was born before January 2, 1955     Is blind

<b>Dependents (see instructions):</b>		(2) Social security number	(3) Relationship to you	(4) ✓ if qualifies for (see instructions):	
(1) First name	Last name			Child tax credit	Credit for other dependents
JESSENIA M	LAFERRERA		Daughter	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ARABELLA J	LAFERRERA		Daughter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

1 Wages, salaries, tips, etc. Attach Form(s) W-2 . . . . .	1
2a Tax-exempt interest . . . . .	2a
3a Qualified dividends . . . . .	3a
4a IRA distributions . . . . .	4a
c Pensions and annuities . . . . .	4c
5a Social security benefits . . . . .	5a
b Taxable interest. Attach Sch. B if required	2b
b Ordinary dividends. Attach Sch. B if required	3b
b Taxable amount . . . . .	4b
d Taxable amount . . . . .	4d
b Taxable amount . . . . .	5b
6 Capital gain or (loss). Attach Schedule D if required. If not required, check here ► <input type="checkbox"/>	6
7a Other income from Schedule 1, line 9 . . . . .	7a
b Add lines 1, 2b, 3b, 4b, 4d, 5b, 6, and 7a. This is your <b>total income</b> . . . . .	7b
8a Adjustments to income from Schedule 1, line 22 . . . . .	8a
b Subtract line 8a from line 7b. This is your <b>adjusted gross income</b> . . . . .	8b
9 Standard deduction or itemized deductions (from Schedule A) . . . . .	9
10 Qualified business income deduction. Attach Form 8995 or Form 8995-A . . . . .	10
11a Add lines 9 and 10 . . . . .	11a
b Taxable income. Subtract line 11a from line 8b. If zero or less, enter -0- . . . . .	11b

**Standard Deduction for—**

- Single or Married filing separately, \$12,200
- Married filing jointly or Qualifying widow(er), \$24,400
- Head of household, \$18,350
- If you checked any box under **Standard Deduction**, see instructions.

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

Form 1040 (2019)

12a	Tax (see inst.) Check if any from Form(s): 1 <input type="checkbox"/> 8814 2 <input type="checkbox"/> 4972 3 <input type="checkbox"/> _____	12a	0.	12b	
b	Add Schedule 2, line 3, and line 12a and enter the total . . . . .				
13a	Child tax credit or credit for other dependents . . . . .	13a	0.	13b	
b	Add Schedule 3, line 7, and line 13a and enter the total . . . . .				
14	Subtract line 13b from line 12b. If zero or less, enter -0- . . . . .			14	
15	Other taxes, including self-employment tax, from Schedule 2, line 10 . . . . .			15	
16	Add lines 14 and 15. This is your <b>total tax</b> . . . . .			16	
17	Federal income tax withheld from Forms W-2 and 1099 . . . . .			17	
<b>18</b>	Other payments and refundable credits:				
a	Earned income credit (EIC) . . . . .	18a	5,828.		
b	Additional child tax credit. Attach Schedule 8812 . . . . .	18b	1,400.		
c	American opportunity credit from Form 8863, line 8 . . . . .	18c			
d	Schedule 3, line 14 . . . . .	18d			
e	Add lines 18a through 18d. These are your <b>total other payments and refundable credits</b> . . . . .			18e	
19	Add lines 17 and 18e. These are your <b>total payments</b> . . . . .			19	
<b>Refund</b>	20 If line 19 is more than line 16, subtract line 16 from line 19. This is the amount you <b>overpaid</b> . . . . .			20	
21a	Amount of line 20 you want <b>refunded to you</b> . If Form 8888 is attached, check here ► <input type="checkbox"/>			21a	
► b	Routing number 0 2 1 2 0 0 0 2 5 ► c Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings				
► d	Account number 1 0 1 0 1 9 3 3 3 0 1 5 5				
22	Amount of line 20 you want <b>applied to your 2020 estimated tax</b> . . . . .	22			
<b>Amount You Owe</b>	23 <b>Amount you owe.</b> Subtract line 19 from line 16. For details on how to pay, see instructions . . . . .			23	
	24 Estimated tax penalty (see instructions) . . . . .	24			
<b>Third Party Designee</b>	Do you want to allow another person (other than your paid preparer) to discuss this return with the IRS? See instructions.			<input type="checkbox"/> Yes. Complete below. <input checked="" type="checkbox"/> No	
(Other than paid preparer)	Designee's name ►	Phone no. ►	Personal identification number (PIN) ►		
<b>Sign Here</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.				
Joint return? See instructions. Keep a copy for your records.	Your signature	Date	Your occupation LABORER	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)	
	Spouse's signature. If a joint return, <b>both</b> must sign.	Date	Spouse's occupation	If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.)	
	Phone no.	Email address			
<b>Paid Preparer Use Only</b>	Preparer's name JULIO LOUIS	Preparer's signature JULIO LOUIS	Date 02/13/2020	PTIN P00656158	Check if: <input checked="" type="checkbox"/> 3rd Party Designee <input checked="" type="checkbox"/> Self-employed
	Firm's name ► PROTAX CONSULTING SERVICES LLC		Phone no. (908) 259-5758		
	Firm's address ► 47 W WESTFIELD AVE ROSELLE PARK NJ 07204		Firm's EIN ► 46-4634402		

Go to [www.irs.gov/Form1040](http://www.irs.gov/Form1040) for instructions and the latest information.

BAA

REV 02/06/20 PRO

Form 1040 (2019)

# EXHIBIT C



# Pediatric Care Physicians, LLC

Dr. Maria Collado, MD, F.A.A.P. Dr. Massiel Sarmiento, MD, F.A.A.P.

Dr. Melissa Castillo, MD, F.A.A.P.

2119 Route 88, Brick, NJ 08724-3271

T: 732-899-0008

F: 732-899-0447

May 28, 2021

Arabella Laferrera

DOB: 12/15/2019

To Whom It May Concern,

Arabella Laferrera has been a patient at our office since January 14, 2021. Arabella is diagnosed with congenital malformation syndrome predominantly affecting facial features, labial adhesions, anemia and developmental delays of motor function. She is being closely followed by our office and has been referred to Craniosurgery Center and physical therapy. Arabella's mother has been keeping her up to date on follow up visits and any recommendations made by our office.

If you need additional clinic documentation or have any questions please feel free to reach out directly to our office at 732-899-0008. Thank you.

Sincerely,

Melissa Castillo, MD

# EXHIBIT D

## INVESTIGATION REPORT

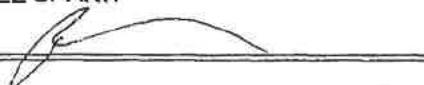
Blotter No.: UP-056365-19

1. Department Union Police Department		2. Mun. Code NJ0201900	3. Phone Number and Ext. (908)851-5000	4. UCR 4 -	21. Prosecutor's Case No.	22. Dept. Case No. UP-04331-19	<input type="checkbox"/> Co-op <input checked="" type="checkbox"/> Original		
5. Crime/Incident SIMPLE ASSAULT		6. NJS 2C:12- 1-A	23. Victim(First,Middle,Last) MELLISSA GUINN						
			Social Security Number		24. D.O.B.	25. Sex F	26. Race WHT		
DATE AND TIME	7. Between <input type="checkbox"/>	8. Hour	9. Day	10. Mo.	11. Date	12. Yr.	27. Victim's Address(City,State,Zip) 1878 MANOR DRIVE UNION, NJ 07083- (908)404-1846	Phone and Ext. No.	
	AT <input checked="" type="checkbox"/>	22:57	Thu	Aug	1	2019			
13. Crime/Incident Location 1878 MANOR DR							28. Employer/Address	Phone and Ext. No.	
14. Municipality UNION		15. County UNION	16. Code 2019	29. Person Reporting Crime/Incident MELLISSA GUINN				30. Date and Time 08/01/2019 22:57	
17. Type of Premises		18. Code	19. Weapons-Tools	20. Code	31. Address 1878 MANOR DRIVE UNION, NJ 07083- (908)404-1846				Phone and Ext. No.
32. Modus Operandi/How Committed DISPUTE DVA									
33. Vehicle	34. Year	35. Make	36. Body Type	37. Color	38. Registration Number and State			39. Serial Number or Identification	
VALUE STOLEN PROPERTY	40. Currency 0	41. Jewelry 0	42. Furs 0	43. Clothing 0	44. Auto 0			45. Miscellaneous 0	
46. Total Value Stolen 0	47. Total Value Recovered 0	48. Teletype Alarm	49. Technical Services	50. Technician and Agency					
51. Weather CLEAR	52. Blotter No. UP-056365-19	53.	54. Other Number	55. Evidence Yes No	<input checked="" type="checkbox"/> None	<input type="checkbox"/> NJSB			56. Disposition Yes No
57. Chem. Lab. No.	58. Ballistics Lab. No.	59. MV Summ/Warn No.	60.	<input type="checkbox"/> Retained	<input type="checkbox"/> Returned	<input type="checkbox"/> Destroyed	<input type="checkbox"/> Arrest Pending	<input type="checkbox"/> Teletype	<input type="checkbox"/> Evidence Pending
List arrest/summoned - List and identify additional victims - Describe perpetrators or suspects - Date action taken include findings and observations - Physical evidence found - Where, by whom - Disposition and technical services performed - Interview of Victims - Persons contacted - Suspects - Attach Victim Property Loss Report - Attach Statements - Court Action - All NCIC Entry/Inquiries - Prisoner Disposition.									
61. No. Arrested 1	62. Adult 1	63. Juvenile 0	64. Status Crime	65. Status Case CLOSED	66. UCR Status			67. Date Cleared 08/01/2019	
68. Name ADI-DARKO EUGENE K (AS)			ADDRESS OF ARRESTED/SUMMONED 1878 MANOR DRIVE APT B UNION, NJ 07083-			69. Age	70. Sex 44 M BLK	71. Race 04/28/1975	72. D.O.B.
Narrative: Detailed as R2 in RC 329 to 1878 Manor Dr Apt B, for a report of a physical dispute between boyfriend and girlfriend. R1, Officer's Freeman and Limage were detailed and also responded. Central dispatch further advised that EMS were in route.  Upon arrival we spoke with the victim, Mellissa Guinn. Mellissa states that prior to our arrival, her boyfriend Eugene Adi-Darko arrived home. Eugene left the residence for approximately one (1) day, after a verbal dispute between the two on 07/31/19. Mellissa advised Eugene that she did not want him to sleep in the bedroom with her. She went into their bedroom and									
73. Rank/Name(Print or Type) PO RAHMEL SPANN  Signature 				74. Badge No. 3236	75. Page 1 of 2 Pages	76. Date of Report 08/02/2019	77. Reviewed By DH/jr		
				78.	79.	80..	81..		

## INVESTIGATION REPORT CONTINUATION PAGE

Blotter No.: UP-056365-19

1. Department Union Police Department	2. Mun. Code NJ0201900	3. Prosecutor's Case No.	4. Dept. Case Number UP-04331-19
5. Narrative/Additional Charges			
<p>attempted to close the door. Eugene followed her to the bedroom and attempted to push the door open with both of his hands. The two began to struggle over the door, with each pushing the door in opposite directions. Eugene successfully pushed the door open, causing the door to strike Mellissa. At this time she called the police.</p> <p>Mellissa advised us that Eugene was on scene and in their bedroom. Mellissa further advised us that she currently four (4) months pregnant.</p> <p>We next spoke with Eugene. Eugene stated that he had a dispute with Mellissa over sleeping arrangements. Mellissa attempted to lock him out of their bedroom. He attempted to enter the room as she closed the door shut, causing the door to hit Mellissa.</p> <p>Mellissa had a complaint of pain in her lower back area. She advised us that she has a herniated disk in her back. No visible injuries were observed by us. Union EMS 3 arrived and examined Mellissa. They advised us that she would be transported to Overlook Hospital Summit for further evaluation.</p> <p>At this time Sgt Hanselmann arrived on scene. Eugene was placed under arrest, He was handcuffed behind his back (double locked) and searched incident to arrest, yielding negative results. We then escorted and placed him in the rear of RC 340 where he was transported to HQ for processing by R1. RC 340 was checked prior to and at the conclusion of the transport, yielding negative results. Once at HQ, he was processed and placed into cell 6 without incident. His property was placed in the corresponding locker.</p> <p>Sgt Hanselmann contacted AP Ortolani and advised him of the incident. AP Ortolani advised us to charge Eugene with Simple Assault on a summons.. Complaints were prepared by Sgt Hanselmann and signed by this officer.</p> <p>Eugene was checked negative for F.A.C.T.S, firearms and holds by #3239. Melissa was checked negative for firearms but was found to have prior domestic violence history with another male.</p> <p>DVA packet completed by this officer. Melissa completed a victim statement advised us that she would seek a TRO at a later date. She further advised us that she would like to speak with CRT member at a later date.</p>			

6. Rank/Name(Print or type) <b>PO RAHMEL SPANN</b> Signature 	7. Badge No. 3236 	8. Date of Report 08/02/2019 	9. Reviewed By 	Page <u>2</u> of <u>2</u>
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This report should be submitted immediately upon completion,  
DO NOT wait for the end of the month to forward.

**STATE OF NEW JERSEY - DEPARTMENT OF LAW & PUBLIC SAFETY**  
**Supplementary Domestic Violence Offense Report**

1. Case Number

2019-4331

2. Municipality Township of Union Police Department	3. Mun. Code 2 0 1 9	4. State Police Station (NJSP Use Only)	5. Code	6. Department's Telephone (Incl. Area Code) Extension (908)851-5000
7. Date of Offense 08/01/2019	8. Day Code ○ Su ○ M ○ Tu ○ W ○ Th ○ F ○ Sa	9. Time (Military) 2257	10. Total Time (Hrs/Mins) 1 hour	11. Was Alcohol Involved? <input type="checkbox"/> YES
12. Were Other Drugs Involved? <input type="checkbox"/> YES				

**VICTIM INFORMATION:** COMPLETE ONE FORM FOR EACH VICTIM. Victim must be involved in a dating relationship or 18+ years old or emancipated. If this is a violation of a Domestic Violence Restraining Order **ONLY**, leave blocks 13 through 19 blank.

13. Age (Approx Age if Unknown) 40	Gender ○ Male ○ Female	Race Code ○ W - White ○ B - Black/African American ○ A - Asian ○ P - Native Hawaiian/Other Pacific Islander ○ U - Unknown	Ethnicity ○ A - Hispanic ○ B - Non-Hispanic	14. Is Victim Pregnant? <input checked="" type="checkbox"/> YES
15. Have Victim & Offender Ever Been Involved in a Dating Relationship? <input checked="" type="checkbox"/> YES	16. Is Victim Disabled? If Yes, Check all that apply. ○ Psychological ○ Physical	17. If Victim Is Disabled or 60 Years Old or Older, Was Criminal Neglect Also Involved (C:24.8)? <input type="checkbox"/> YES	18. Children Were ○ Involved ○ Not Involved	19. Was CP&P Called? ○ YES ○ NO
20. Relationship of Victim to Offender at the time of Incident (Check ONLY ONE) Victim Was: ○ Spouse ○ Ex-Spouse ○ Boyfriend/Girlfriend ○ Ex-boyfriend/Ex-girlfriend ○ Common-Law Spouse ○ Child ○ Stepchild ○ Child of Boy/Girlfriend ○ Parent ○ Stepparent ○ Sibling ○ Step-Sibling ○ In-Law ○ Grandparent ○ Grandchild ○ Other Family Member ○ Friend ○ Acquaintance ○ Offender ○ Homosexual Relationship				

**OFFENDER INFORMATION:** Offender must be 18+ years old or emancipated.

21. Age (Approx Age if Unknown) 44	Gender ○ Male ○ Female	Race Code ○ W - White ○ B - Black/African American ○ A - Asian ○ P - Native Hawaiian/Other Pacific Islander ○ U - Unknown	Ethnicity ○ A - Hispanic ○ B - Non-Hispanic
22. Offender (Select One)	○ Is a PRESENT Household Member	○ was AT ANY TIME a Household Member	○ NEVER Resided with Victim
23. Has a Domestic Violence Order Ever been Issued Between the Parties Involved?	<input type="checkbox"/> YES	26. Was Offender Arrested for (Check ONE Only): ○ [A] Violation of a DV Restraining Order/Contempt of Court ONLY? ○ [B] Domestic Violence Offense ONLY ○ [C] BOTH — Violation of a DV Restraining Order AND a Domestic Violence Offense?	
24. Did this Incident Involve/Allege a Violation of a Domestic Violence Restraining Order?	<input type="checkbox"/> YES		
25. As a Result of this Incident, was a DV Restraining Order Issued for One of the 19 Offenses in Block 27?	<input type="checkbox"/> YES		

**OFFENSE INFORMATION:**

27. Current Domestic Violence Complaint (Check ONLY ONE - Mark the most serious crime)	* For These Offenses, Check "None" - "No Injury" in Block 28.								
○ 1. Homicide ○ 2. Sexual Assault ○ 3. Robbery ○ 4. Assault ○ 5. Burglary* ○ 6. Kidnapping ○ 7. Terroristic Threats* ○ 8. Harassment ○ 9. Cyber Harassment* ○ 10. Criminal Restraint ○ 11. False Imprisonment ○ 12. Criminal Sexual Contact ○ 13. Lewdness* ○ 14. Criminal Trespass* ○ 15. Criminal Mischief* ○ 16. Stalking* ○ 17. Blackmail/Criminal Coercion* ○ 18. Contempt of Court* ○ 19. Other Crime Causing/Involving Risk of Death or SBI									
28. Degree of Injury from Weapons Used  Select up to THREE Weapons. Choose the most serious injury for each.	No Injury	Apparent Broken Bones	Possible Internal Injury	Severe Laceration	Apparent Minor Injury	Other Major Injury	Loss of Teeth	Unconsciousness	Weapons Seized (Check If Yes for each Weapon)
Furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Handgun	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rifle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shotgun	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Knife/Cutting Instrument (knives, razors, hatchets, axes, cleavers, scissors, glass, broken bottles, ice picks, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Blunt Object (baseball bats, butt of handgun, clubs, sticks, jack handles, tire irons, bottles, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal Weapons (hands, fist, feet, arms, teeth, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explosives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire/Ignitable Device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drugs/Narcotics/Sleeping Pills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asphyxiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (BB guns, pellet guns, taser, pepper spray, stun guns, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
None (Mutually Exclusive)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Other than the Victim, Enter number of Homicide Deaths if None, enter 0.	0	30. Enter Number of Associated ADULT Deaths      Male      Female							
		30. Enter Number of Associated JUVENILE Deaths	Male	Female	31. Enter Number of Associated JUVENILE Deaths	Male	Female	32. Did Offender Commit Suicide?	
		0	0	0	0	0	0	<input type="checkbox"/> YES	

33. Remarks

Victim was intentionally struck by a door causing injury to lower back.

34. Rank/Name

PO R. Spann

Badge Number

76/3236

35. Date Completed

08/01/2019

36. Reviewed By

J. R. H. 6/18



Township of Union Police Department

## Domestic Violence Victim's Statement

Victim's Name: Melissa Julian Case #94331

Today:

Eugene scared me by knocking on ~~about~~ window - I called the police. Then canceled when I found out it was him.

Then he came in and when I told him to leave, he followed me to the room. I closed the door & he pushed it open & began pushing & banging the door on my lower back. I cried & screamed telling him & he's hurting me. I couldn't move, only try to keep door/him from pushing me into the wall & dresser. He finally let go of the door & I called police.

Your Signature

Handwritten signature of Melissa Julian.

Date: 08/01/19

Witness's Signature

Handwritten signature of a witness.

Time: 2300

I certify that the foregoing statement made by me is true. I am aware that if any of the foregoing statement is willfully false, I am subject to prosecution under the law.

Initials

Handwritten initials of a witness.

Page 1 of 1

CONFIDENTIAL

19-4331

CONFIDENTIAL

CRISIS RESPONSE TEAM

The Crisis Response Team is made up of volunteers throughout Union County who have received special training in Family Violence. These volunteers respond to the police departments directly to assist victims of family violence. Their role is to provide support to the victim while he/she are at the police station and to provide the victim with information on resources available to them in the community.

Anything said to these volunteers by the victim is CONFIDENTIAL and will not become part of any police report. The only exceptions to confidentiality are circumstances that involve threats of homicide, suicide or disclosure/suspicion of child abuse, in which case the investigating officer will be notified.

The police, nor the defendant, nor any agency that the volunteer may be affiliated with will know what was said to them by the victim to the volunteer. The volunteer's sole purpose in responding to the police station and sitting with the victim is to provide support and information on community resources. (Please note: CRT services will not be provided to individuals who are under the influence of any drugs and/or alcohol or are under arrest).

Please check all that are applicable:

I have read the above information and had this explained to be by a Crisis Response Team Member / Police Officer (CIRCLE ONE) and I wish to speak with a Crisis Response Team Member.

Crisis Response Team Member Responded

Hotline Activated Instead

I have read the above information and had this explained to be by a Crisis Response Team Member / Police Officer (CIRCLE ONE) and I wish DO NOT to speak with a Crisis Response Team Member.

I have been given information / materials on Family Violence and resources within the community by a Crisis Response Team Member / Police Officer (CIRCLE ONE) in lieu of speaking with a CRT member

CRISIS RESPONSE TEAM MEMBER OR POLICE OFFICER: P.O. R. Scenior

VICTIM: Melissa Guinn

DEPARTMENT: Dept of Union DATE: 08/01/19

*Please fax this form upon completion to the YWCA, attention CRT Coordinator at (908) 355-0534.*

## ODARA Scoring Form

A summary of ODARA scoring instructions is provided below for reference. The ODARA manual is found in Hilton, N.Z., Harris, G.T., & Rice, M.E. (2010). Risk assessment for domestically violent men: Tools for criminal justice, offender intervention, and victim services. Washington, DC: American Psychological Association.

**Defendant Name:** Eugene K ADI - Oarko

**SBI #:** None

**Live Scan Verified?** Yes  No

**Agency Name:** Twp of Union NJ

**ORI #:** 2019 **County:** Union

**Agency Case #:** 19-4331

**Officer Completing ODARA:** P.O. Spann

**Index Assault Date:** 08/01/19

**ODARA Completion Date:** 08/01/19

**Defendant identifies as:** Male  Female  **Victim identifies as:** Male  Female

**Crime(s) Charged:** 2C:12-1A

**Administer ODARA when the following offenses are charged and the Victim is a Partner (as terms are defined below):**

- Homicide, 2C:11-1
- Aggravated Assault, 2C:12-1b
- Kidnapping, 2C:13-1
- Sexual Assault, 2C:14-2
- Robbery, 2C:15-1
- Simple Assault, 2C:12-1a (w/contact or w/weapon)
- Terroristic Threats, 2C:12-3 (w/contact or w/weapon)
- False Imprisonment, 2C:13-3 (w/contact or w/weapon)
- Criminal Sexual Contact, 2C:14-3
- 2nd degree Burglary, 2C:18-2 (w/contact or w/weapon)
- Any other crime involving risk of death or SBI, 2C:25-19a(18)

**DEFINITIONS**

**Index Assault:** The most recent incident in which the person being assessed (Defendant, as defined below) assaulted his/her current or former Partner (as defined below). Assault is any act of violence that involved physical contact with the Victim (as defined below) or a credible threat of death made with a weapon displayed in the presence of the Victim.

**Defendant:** For the purposes of scoring ODARA, the Defendant is the person being assessed.

**Victim:** For the purposes of scoring ODARA, the Victim is the person upon whom the Index Assault was committed.

**Partner:** For the purposes of scoring ODARA, a Partner is a person who currently is, or previously was, involved with the Defendant in an intimate relationship. This includes current or former spouses, current or former intimate cohabitants, co-parents, and those currently or formerly in a dating relationship.

**INSTRUCTIONS**

- Score each Item as "1" if the evidence indicates that the Item is present and "0" if the evidence indicates that it is not present. The ODARA total score is the sum of the Item scores.
- If available documentation indicates that an Item might be present but the information is unclear or incomplete, then the Item may be treated as unknown or missing and scored as "?". In such cases, the Prorating Table should be used.
- The ODARA can be scored with up to 5 missing or unknown Items (scored as "?"). The ODARA cannot be interpreted if 6 or more items are scored as "?"

**1. Confinement of the Victim at the Index Assault**

**SAMPLE QUESTION:** This time, did he/she do anything to prevent you from leaving the location?

**Confinement:** Any act by the Defendant that physically prevents, or attempts to prevent, the Victim from leaving the scene of the assault.

✓ Count a charge of kidnapping, criminal restraint, or false imprisonment at the Index Assault.

✓ Examples: confining the Victim in a locked room, barring an exit.

✓ In locations without walls or doors, count actions taken to impede the Victim's active attempts to escape from the location.

✗ Do not include: any threats to harm the Victim if he/she leaves, pinning the Victim down in the course of an assault, cutting off the telephone, or confining persons other than the Victim.

✗ Do not include any confinement occurring before or after the Index Assault (i.e., during a separate incident).

## **ODARA Scoring Form**

### **2. Threat to harm or kill anyone at the Index Assault**

SAMPLE QUESTION: This time, did he/she threaten to harm or kill you or anyone else?

- ✓ Count any threat to harm or kill uttered at the Index Assault by the Defendant to cause bodily harm to any person other than the Defendant (i.e., do not count threats of self-harm or suicide).
  - ✓ Count bodily gestures commonly recognized as threats of physical harm, e.g., mimic shooting a gun or slashing a throat.
  - ✗ Threats involving only pets or property, or threats of non-bodily harm, do not count for this Item.
  - ✗ Do not include any threats occurring before or after the Index Assault.
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### **3. Victim concern about future assaults**

SAMPLE QUESTION: Are you concerned that he/she will assault you or the children again?

- ✓ Victim concern: Includes any statement made by the Victim that he/she is concerned, afraid, worried, or certain that the Defendant will assault him/her or the Victim's child(ren) in the future.
  - ✓ This statement must be made by the Victim in the first report at or after the Index Assault. If no statement about Victim concern is present in a police report, a statement made by the Victim in the first report to victim support services can be counted.
  - ✗ Do not count the Victim's concern for safety, or the child(ren)'s safety, in the course of the Index Assault.
  - ✗ Do not include statements made by the Victim on a separate occasion before the Index Assault.
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### **4. Victim and/or Defendant have more than 1 child altogether**

SAMPLE QUESTIONS: How many children do you have? How many does your current Partner (Defendant) have?

- ✓ Count the biological or adopted children of the Defendant.
  - ✓ Count the biological or adopted children of the Victim.
  - ✓ Count only living children, whether they are minors or adults, and whether they are living with the Victim, Defendant, or elsewhere. There must be a total of at least 2 children to score 1 for this Item.
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### **5. Victim has a biological child with someone other than the Defendant**

SAMPLE QUESTION: Do you have a child from any previous relationships (other than with the Defendant)?

To determine whether the Victim has a biological child from a previous partner:

- ✓ Count the children of the Victim, but count only the Victim's biological children whose other parent is not the Defendant.
- ✓ Count only living children, whether they are minors or adults, and whether they are living with the Victim, Defendant, or elsewhere.
- ✗ Do not count adopted children for this Item.

The Victim need only have 1 child with a previous partner to score 1 for this Item.

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### **6. Assault on Victim while she was pregnant (at Index Assault or prior assault)**

SAMPLE QUESTION: Did he/she ever assault you when you were pregnant?

- ✓ Include only assaults against the Victim. Do not count assaults against anyone other than the Victim.
  - ✓ Count the Index Assault or any prior assault on the Victim, committed by the Defendant, if the Victim was pregnant at the time.
  - ✓ The incident must include physical contact, the use or attempted use of a weapon to contact the Victim's body, or a threat of harm made while displaying a weapon. If you do not have a detailed description of the incident, count a charge of assault or other violent offense if it is known that the Victim was the Index Assault Victim and was pregnant at the time.
  - ✗ It is not required that the Defendant knew that the Victim was pregnant.
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## ODARA Scoring Form

### 7. Two or more indicators of substance abuse

**SAMPLE QUESTIONS:** Did he/she drink alcohol just before or during this assault? Did he/she use drugs just before or during the assault?

Did he/she abuse alcohol or drugs in the past few days or weeks before this assault?

Did he/she abuse alcohol or drugs more than usual in the few days or weeks before the assault?

Before this assault, was he/she more angry or violent when he/she used drugs or alcohol?

Before this assault, had he/she ever been charged for something he/she did when drinking?

Before this assault, had he/she had an alcohol or drug problem any time since he/she was 18?

**Substance abuse indicators:** More than 1 indicator of substance abuse is needed to score 1 for this item. Count any 2 of these specific indicators pertaining to the Defendant.

- ✓ The Defendant consumed alcohol or used drugs immediately before or during the Index Assault.
  - ✓ The Defendant abused drugs and/or alcohol in the days or weeks before the Index Assault (e.g., alcohol intoxication, frequent alcohol use, use of street drugs, misuse of medication).
  - ✓ The Defendant noticeably increased his/her abuse of drugs and/or alcohol in the days or weeks before the Index Assault (without a return to normal consumption prior to the Index Assault).
  - ✓ The Defendant had been more angry or violent when using drugs and/or alcohol before the Index Assault.
  - ✓ The Defendant consumed alcohol before or during an offense (including driving while intoxicated) pre-dating the Index Assault.
  - ✓ From age 18 to the time of the Index Assault, the Defendant's alcohol use resulted in problems or interference in his/her life; this can include alcohol use related to violations of the law resulting in a charge or revocation of conditional release, withdrawal symptoms, inability to decrease use, or problems attributable to alcohol use (such as financial, job, relationship, legal, or health problems).
  - ✓ From age 18 to the time of the Index Assault, the Defendant's illicit or street drug use or misuse of prescription drugs resulted in some problems or interference in his/her life; this can include drug use related to violations of the law resulting in a charge or revocation of conditional release, withdrawal symptoms, inability to decrease use, or problems attributable to drug use (such as financial, job, relationship, legal, or health problems).
  - ✗ Do not include medications taken as prescribed.
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### 8. Victim faces at least 1 barrier to support

**SAMPLE QUESTIONS:** Do you have any children at home for whom you provide care?

Do you live in a home with no phone?

Do you live where there is no access to transportation?

**Barriers to support:** Count any of these specific circumstances faced by the Victim. Circumstances not included in this list do not count.

- ✓ The Victim has 1 or more children age 18 or under who live with the Victim and for whom the Victim provides care.
- ✓ The Victim has no telephone, e.g., no mobile, cell, or landline in the home.
- ✓ The Victim has no access to a vehicle, no access to public transportation near his/her home, and no money for a taxi.
- ✓ The Victim lives in a rural area with nobody living close by.
- ✓ The Victim consumed alcohol or drugs just before or during the Index Assault, or the Victim has a history of alcohol or drug abuse (e.g., alcohol intoxication, frequent alcohol use, use of street drugs, misuse of prescription medication).
- ✗ Do not include medications taken as prescribed.

The Victim need only experience 1 of these barriers to score 1 for this item.

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### 9. Prior violent incident against a non-domestic victim

**SAMPLE QUESTIONS:** Is he/she violent toward people other than you and the children? Does he/she fight with or hit others?

**Prior violence against a non-domestic victim:** Defendant assaulted any person who is not a Partner or Partner's child.

- ✓ A specific incident is required, but unlike Item 11, presence in a police report or criminal record is not required.
  - ✓ The incident must include physical contact, the use or attempted use of a weapon to contact the person's body, or a threat of harm made while displaying a weapon.
  - ✓ The violent incident must have occurred on a separate occasion, before the Index Assault. Information can come from sources other than criminal justice documentation, and the incident does not need to be known to the police.
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## ODARA Scoring Form

### **10. Prior domestic incident of assault in a police report or criminal record (against current or former Partner or Partner's child)**



*Prior domestic:* The Defendant previously assaulted a Partner or a Partner's child, and it is recorded in a police report or criminal record.

- ✓ The incident must include physical contact, the use or attempted use of a weapon to contact the victim's body, or a threat of harm made while displaying a weapon. If you do not have a detailed description of the incident, count a charge of assault or other violent offense against a Partner or Partner's child as a domestic incident. (Note: a charge is not required.)
  - ✓ The prior incident must have been reported to the police.
  - ✓ The prior incident must have occurred on a separate occasion, before the Index Assault. If the Index Assault is part of a cluster of assaults documented in 1 police report, count any domestic assault against a Partner or Partner's child that occurred at least 24 hours before the Index Assault as a prior domestic incident.
  - ✗ Incidents involving only pets or property do not count for this Item.
- 
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### **11. Prior non-domestic incident of assault in a police report or criminal record (against any person other than a Partner or a Partner's child)**



*Prior non-domestic:* The Defendant previously assaulted any person who is not a Partner or a Partner's child, and it is recorded in a police report or criminal record. This Item differs from Item 10 only in who the assaulted person is.

- ✓ The incident must include physical contact, the use or attempted use of a weapon to contact the victim's body, or a threat of harm made while displaying a weapon. If you do not have a detailed description of the incident, count a charge of assault or other violent offense against someone other than a Partner or a Partner's child as a non-domestic incident. (Note: a charge is not required.)
  - ✓ The incident must have been reported to the police.
  - ✓ The incident must have occurred on a separate occasion, before the Index Assault. If the Index Assault is part of a cluster of assaults documented in 1 police report, count any non-domestic assault that occurred at least 24 hours before the Index Assault as a prior non-domestic incident.
  - ✗ Incidents involving only pets or property do not count for this Item.
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### **12. Prior custodial sentence of 30 days or more**



*Prior custodial sentence:* The final disposition for an offense committed by the Defendant, handed down before the Index Assault.

- ✓ The sentence itself must be for at least 30 days.
  - ✓ The Defendant must have been admitted to an adult or juvenile correctional facility, prison, or jail, but the Defendant need not have been in custody for the entire 30 days. Count the sentence, not the time spent in custody.
  - ✗ Do not include a sentence given for the Index Assault.
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### **13. Failure on current or prior conditional release (including bail, parole, probation, or pretrial release order) or conditions of a restraining order (TRO, FRO, DORO, SORO, SASPA, stalking)**



*Conditional release failure:* The conditional release must have been ordered before the Index Assault.

- ✓ If Defendant was on a conditional release at the time of the Index Assault, and no information is available about release conditions, count the Index Assault as a conditional release failure, because such releases typically require offenders to remain offense free.
  - ✓ The Defendant must have been at liberty in the community under supervision, monitoring, or other requirement ordered by a criminal court, or a no-contact order imposed by any court.
  - ✓ Any known violations of the conditional release or violations of release conditions count for this Item.
  - ✓ Any charges incurred while on conditional release count for this Item. Count any known failure, even if it did not result in a charge.
  - ✓ Examples: committing a new criminal offense; failing to appear for court; failing to attend a probation appointment; drinking when prohibited by court or probation; going to a person's home or work when prohibited; contacting a person when prohibited.
  - ✗ Do not include violations occurring after the Index Assault.
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## ODARA Scoring Form

Raw Score (sum of Items scored 1)	<u>3</u>
Number of Missing or Unknown ("?") Items	<u>0</u>
<b>ODARA Final Score</b> (use Prorating Table if indicated)	<u>3</u>

### PRORATING TABLE

Only use if 1 or more Items are scored as missing or unknown ("?"), indicating the Item might be present but the available documentation or information is unclear or incomplete. Note: The ODARA can be scored with up to 5 missing Items. The ODARA cannot be interpreted if 6 or more items are scored as "?"

		Number of Missing Items				
		1	2	3	4	5
Raw Score	0	0	0	0	0	0
1	1	1	1	1	1	2
2	2	2	3	3	3	3
3	3	4	4	4	4	5
4	4	5	5	5	6	7+
5	5	6	7+	7+	7+	7+
6	7+	7+	7+	7+	7+	7+

Note: If Raw Score is 7 or above, do not use the Prorating Table, and count the Raw Score as the Final Score.

### ACTUARIAL TABLE

Final Score	Percent who score in this range	Percent scoring lower	Percent scoring higher	Percent who Recidivate
1	19	19	80	19
2	22	22	77	22
3	13	13	87	13
4	6	6	94	6
5	0	0	100	0

**EXAMPLE FOR REPORTING ODARA SCORES:** Defendant scored a 5 on the ODARA. As indicated in the ODARA norms, only 6% of men with a police report of domestic assault obtained higher scores. Over 53% of men in this group committed a new assault against a female Partner within an average of 5 years.

# EXHIBIT D-1

# Healthwave Chiropractic

**Frankenfeld, D.C.**  
opractic Physician

3109 Bridge Avenue  
Pt. Pleasant, NJ • 08742  
732-714-9283 Fax: 732-714-95

April 7, 2021

**RE: Melissa Guinn**

**Health Advisory**

**To Whom It May Concern:**

Please be advised that I have been treating the above named patient, Melissa Guinn in my office for a spinal condition. Due to the severity of the condition I have advised that she avoid activities that involve bending and lifting. She informed me that she has been dragging garbage cans over rocks and this is aggravating her back. This activity should be avoided until further notice when she has recovered sufficiently to handle it safely.

Sincerely,



Eric Frankenfeld, DC

# EXHIBIT E

AD

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# Brick To Receive \$311K For Community Development Block Grants

Karen Wall 3/4/2021

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## RELATED QUOTES

COMMUNITY DEVELOPMENT FUND; CLASS A SHARES 0.00% =



BRICK, NJ — Brick Township has been awarded \$311,300 in federal funding through the Community Development Block Grant program, federal officials announced.



© Google Maps Brick Township will receive \$311,300 in federal funding to support Community Development Block Grants to programs that serve Brick residents.

The program, administered by the federal Department of Housing and Urban Development, supports a variety of programs that make a difference in the lives of people in the community, along with supporting affordable housing and other efforts.



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Annually Brick passes through a portion of the CDBG funding it receives to organizations such as Meals on Wheels, Dottie's House, which assists domestic violence survivors, and Ocean's Harbor House, which assists homeless teenagers.

"These core programs provide our local partners the funding they need to provide homes and vital services to some of our neighbors in need," said Acting HUD Secretary Matt Ammon.

Brick's grant is part of \$147 million allocated to New Jersey.

"Cities, counties, and communities across New Jersey will be able to use this vital funding to develop viable communities by creating and retaining jobs and providing housing, services, and supports to those who need it most," said Justin Scheid, HUDNewark field office director.

*Click here to get Patch email notifications, or download our app to have breaking news alerts sent right to your phone. Have a news tip? Email karen.wall@patch.com Follow Brick Patch on Facebook.*

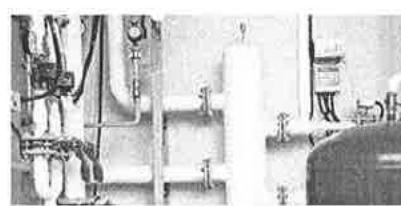
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## MORE FOR YOU



# EXHIBIT F

PAYCHECK PROTECTION LOAN DATA NOW AVAILABLE — FederalPay is now hosting the latest publicly released PPP loan company data from the SBA

FederalPay is an independent website, and we rely on ad revenue to keep our site running and our information free.  
If this site has helped you out, please consider donating! 

## PPP Loan Data — Dottie's House Inc, Brick, NJ

**ALERT:** There are **2 PPP loans** for a total of \$69,448 in our database for businesses with the name "Dottie's House Inc" in Brick, NJ. This is typically due to the same business receiving both first and second-draw loans, but may also include similarly named but unrelated businesses, multiple branches of the same business, mistaken multiple applications, or potential fraud. Click each loan below to see full details.

### \$34,660 Loan - Non-profit Organization - February, 2021

467 Adamston Rd  
Brick, NJ 8723

Lender: OceanFirst Bank, National Association

### \$34,788 Loan - Non-profit Organization - April, 2020

467 Adamston Rd  
Brick, NJ 8723

Lender: OceanFirst Bank, National Association

## Dottie's House Inc

Entity: Non-profit Organization (Business Legal structure)

Industry: Other Community Housing Services

Location: Brick, NJ

 Tweet This • Search All PPP Data

Dottie's House Inc is a non-profit organization located at 467 Adamston Rd in Brick, New Jersey that received a Coronavirus-related PPP loan from the SBA of **\$34,660.00** in February, 2021.

The company has reported itself as a White female owned non-profit, and employed at least fourteen people during the applicable loan loan period.

### \$ PPP Loan Information

Loan #4557328401

Loan Size:

**\$34,660**

Jobs Retained:

14

Loan Approved:

2021-02-06

Loan Status:

Ongoing Loan

Lender:

OceanFirst Bank, National Association

Dottie's House Inc in Brick, NJ SBA Paycheck Protection Program

Dottie's House Inc in Brick, NJ received a Paycheck Protection Loan of \$34,660 through OceanFirst Bank, National Association, which was approved in February, 2021.

This loan has been disbursed by the lender and has not yet been fully repaid or forgiven. The exact status of ongoing loans is not released by the SBA.

## Payroll Estimates Based On SBA PPP Loan Eligibility Formula

### Understanding The SBA Formula For Determining PPP Loan Eligibility

The simplest way to describe the standard PPP calculation is that businesses are eligible to receive a maximum PPP loan of up to **2.5 x average 2019 monthly payroll costs**. However, specific calculation methods vary based on entity type and have numerous qualifications.

[Read More](#)

### Understanding Payroll Estimates Based On PPP Amount

*Please note that payroll estimations are based on a simplified PPP eligibility formula and do not account for factors such as salaries over \$100k and other PPP eligibility components.*

[Read More](#)

Based on the standard PPP eligibility formula, it may be possible to estimate the payroll expenses represented by a company on their PPP application (see details above). In order to qualify for the PPP loan amount received, Dottie's House Inc's 2019 payroll expenses are estimated to be at least **\$166,368**.

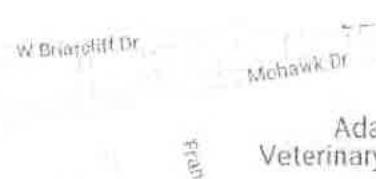
Based on their reported 14 jobs retained, this equals an estimated average yearly compensation of **\$11,883 per employee<sup>1</sup>**

## Reported PPP Proceed Usage:

On the PPP application, Dottie's House Inc reported intending to use the proceeds of their PPP loan for the following expenses:

- Payroll: \$34,660

### Business Information - Dottie's House Inc in Brick, NJ



**Dottie's House Inc**  
467 Adamston Rd

# EXHIBIT G

**Dottie's House  
Dottie's House Program**

**PROGRAM  
MANUAL  
AND  
HOUSING  
AGREEMENT**

This **Program Manual and Housing Agreement** is made on \_\_\_\_\_, 20\_\_\_\_,

BY AND BETWEEN:

Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(hereinafter referenced as the "Participant")

AND:

The Dottie's House Program,  
P.O. Box 4002  
Brick, NJ 08723

(hereinafter referenced as "Dottie's House" or the "Program")

**THIS POLICY MANUAL AND HOUSING AGREEMENT IS A  
BINDING AND LEGAL CONTRACT**

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## INTRODUCTION TO DOTTIE'S HOUSE

Welcome to Dottie's House, and congratulations on taking this important step!

Dottie's House provides support and structure to ensure the next 24 months will be as productive as possible. This is a time to learn new skills and create a safer life.

This manual has been designed to provide information about life at Dottie's House, and outlines the requirements necessary for successful completion of the program. If there are any questions regarding the information, please do not hesitate to ask questions or make comments. This program is designed with the Participant's success in mind.

The Dottie's House facility (the "facility") is located at 467 Adamston Road, in Brick, New Jersey. This is a confidential location. The facility's address may not be disclosed to anyone to ensure the safety of all participants, their children, and our staff. The facility is maintained in a secure and monitored environment ensuring the safety of everyone.

Because the space in our Program and at our facility is limited, we must restrict admission into the Program to those survivors who we believe are ready to make the necessary changes for their future and that of their children. We reserve the right, at our sole discretion, to terminate any resident who breaches the intent of Dottie's House or who violates any of the policies contained herein.

There will be other women participating in the Program, each with their own individual needs and expectations. This Program Manual and Participant Agreement are designed to outline the services offered at Dottie's House and the expectations of each Participant in order to establish a mutually beneficial relationship.

Please keep this Manual and Agreement for reference during your participation in the Program. Your Advocate (also known as your Case Manager, who works with each Participant one-on-one to determine an individual success plan) will review the material with you on a regular basis. Dottie's House staff members are available to assist with any problems or questions that you may have. It is important that everyone work together to ensure a safe environment.

Please initial your acceptance after each topic: JLQ

## THE DOTTIE'S HOUSE PROGRAM

Dottie's House is a transitional housing program that provides safe, affordable housing and support services to survivors of domestic and sexual violence and their children. We believe survivors are resourceful adults who are the victims of someone else's behavior. We believe batterers must be held responsible for the violence they perpetrate.

We aim to assist survivors with their personal, economic, and housing goals by providing safe and attractive housing, and time to heal and learn. Each family will live with up to 16 other families in a 17-unit apartment building. Each family will have their own private apartment complete with two or three bedrooms, kitchen, living room, bathroom, and laundry facilities. Each family shares the Community Room where group sessions and activities are held, as well as the Computer Room. The building also provides counseling rooms and an Art Room where Art Therapy is held for the children living in the building and the children of former residents.

We offer advocacy, financial support services, emotional support, and referrals for practical resources. The staff also provides assistance and encouragement in gaining economic stability through education, employment and/or applying for public assistance. We are available to assist Participants with their needs, and to provide a variety of resources and support depending on each survivor's situation and goals.

Dottie's House is designed to have multiple families living under one roof, each with their own personal space and some shared spaces (such as the Community Room, Art Room and Computer Lab). Participants may be living with families that have different beliefs, daily routines, parenting practices, and even eating habits. We understand that living in this type of diverse community can be a new experience and sometimes a challenge. In order to maintain a harmonious and peaceful living environment, we hope that each family will work together for the good of the whole.

We have created program guidelines in an effort to assist with this transition and to help all participants create a peaceful and nurturing co-existence. Our purpose is not to monitor daily living routines, judge personal decisions, or play referee between participants. Some basic guidelines can be a useful foundation for the hard work done while in this Program. We reserve the right to make changes or additions to these guidelines, based on staff and Participants' feedback.

While in Dottie's House, Participants will have a variety of supportive services available to them. Specific assistance includes:

- ◆ Safe housing in our facility for up to 24 months
- ◆ Advocacy and emotional support for Participants and their children
- ◆ Permanent housing advocacy
- ◆ Safety planning and safety devices for Participants and the house
- ◆ Vocational Assistance
- ◆ Counseling
- ◆ Household furnishings
- ◆ Transportation when possible
- ◆ Resources for fun and recreational activities
- ◆ Follow-up services for residents who have graduated the Program and seek additional assistance

### **EXPECTATIONS**

The goal of our Program is to assist Participants in moving toward self-sufficiency and free them from a past cycle of abuse. As such, we will make available the structure to enable Participants to create goals and to work toward these goals. This Program is a process toward personal empowerment and growth. Through this process, Participants will be making their own choices and decisions and will be responsible for the consequences of those decisions.

Participants in our Program should be prepared to commit to a twenty-four (24) month regimen of change and education focused on assisting them on the path toward self-sufficiency. As such, there are certain guidelines which we expect each Participant to abide by and follow while in our Program and a resident of our facility. Participants should read over the following guidelines carefully. Any questions or concerns can be answered by our staff. Should the Participant decide, after reading this Program Manual and Participant Agreement, that this Program is not appropriate for them, they are free to withdraw their application. Execution of this document signifies acceptance of the policies of Dottie's House and willingness to follow the case plan developed between the Participant and their Advocate.

Initials: M

### **CONSEQUENCES**

Violations of the rules and regulations of the Housing Agreement present a serious problem. Unless otherwise stated elsewhere in this Agreement, non-compliance infractions that do not require immediate termination will be dealt with as follows:

#### **First Offense**

Written Warning

#### **Second Offense**

Written Warning

#### **Third Offense**

Written Warning and Conference with Program Director

#### **Fourth Offense**

Termination

Participants may be removed from Dottie's House as a result of violations of this Housing Agreement. Serious violations are subject to immediate termination. All other violations and warning systems are as described in this Manual and Agreement. Dottie's House reserves the right to take action on any violations that were not immediately reported. Failure of Dottie's House staff to take immediate action does not relinquish the rights of staff to do so. It is in the best interest of all participants to report to staff any knowledge of any participant(s) who may not be in compliance with the rules and regulations of this Manual and Agreement.

Initials: M

#### **PROGRAM LENGTH**

The duration of our Program is intended to be a period of twenty-four (24) months. All Participants are encouraged to stay in the Program for the entire twenty-four (24) month period, unless they are terminated by Dottie's House staff. During this time, Participants shall work toward attaining the goals and objectives specified in their treatment plans, as developed by them and their Advocate(s). This treatment plan will be periodically reviewed by the Advocate and the Director. Graduation prior to 18 months participation in the Program may be considered on a case by case basis by staff.

The proposed date for completion of this Program is \_\_\_\_\_ . This date is not to be construed as a guarantee; all requirements in this agreement must be met.

Initials: M

#### **PARTICIPANTS' RIGHTS**

As outlined in this Manual we have certain expectations of Participants in the Program. In turn, the Staff of Dottie's House readily acknowledges the Participant's right to have expectations of us, as follows:

- ◆ Advocates, staff, and volunteers will treat Participants, and their children, with the utmost respect and dignity.
- ◆ Confidentiality is absolutely assured, and privacy will be thoroughly protected.
- ◆ Staff will listen, be supportive, and provide feedback that is positive and constructive.
- ◆ Staff will do all in its power to assure a safe, protective environment during the Participant's stay at Dottie's House.

Initials: NH

#### **NON-DISCRIMINATION POLICY**

No applicant will be turned away based on age, race, or religious beliefs. Due to the nature of the program, men are not considered eligible.

Initials: Neil

#### **CONFIDENTIALITY**

Dottie's House is designed to help survivors of domestic violence, sexual and dating violence, and/or stalking secure to and maintain stable housing and economic security. Because of the nature of this work, it is essential that safety and confidentiality be the program's cornerstones. To this end, we require that all Participants sign and uphold the Dottie's House Confidentiality Policy. Maintaining confidentiality for victims of domestic violence is paramount to their safety and to the safety of their children. Dottie's House strives to maintain our Participants' confidentiality. Dottie's House will not release information on any Participant without a signed Release of Information.

- Any information released regarding a Participant will be done only in the interest of enhancing services provided to the survivor.

- A Release of Information may not be required if there is a court mandate or statutory obligation to report, such as suspected child abuse or neglect.
- Participants will be notified when staff submits a report to an outside agency under a court mandate or statutory obligation.

Initials: MH

## SUPPORT SERVICES

### COUNSELING AND ADVOCACY

Counseling and Advocacy, both group and individual, is a critical component of the Dottie's House program and is necessary to the ultimate success of each Participant. Upon acceptance, each Participant will be assigned an Advocate who will work with the Clinical Supervisor and the Participant in developing a plan for personal and family development. Goals and benchmarks will be established and monitored by the clinical staff. Each Participant is responsible for meeting the program goals developed with the Advocate and will be evaluated periodically for benchmark measurements.

- \* All residents agree to attend weekly individual counseling at Dottie's House. Assistance will be given to residents to apply for the VCCO grant. Therapy takes place at Dottie's House. If a client is not found approved for VCCO, they will be assigned a therapist to complete weekly sessions. A resident can see a therapist offsite but must provide proof of sessions.
- \* All residents agree to attend weekly case management sessions with a caseworker (aka Advocate).
- \* All residents will attend the monthly Domestic Violence Group, Life Skills Group and any Family therapy that may be required upon assessment.
- \* All children, age 5-17, will participate in weekly art classes, tutoring, and any and all other social groups offered. Children under 5 may be offered a socialization play group to attend. Supportive counseling is required when available.

### LEVEL SYSTEM

Dottie's House has a sequential Level System in place that helps Participants to gauge their journey toward complete self-sufficiency. The Level System is broken down into monthly increments. Staff will decide when Participants are ready to move up to the next level. All requirements within each level must be completed in order to move up to the next level. It is possible to regress in levels if the Participant's quality of work and participation in Program services is lacking.

Initials: MH

### ADVOCATE MEETINGS

- In order to provide the support that suits each individual, we encourage Participants to maintain regular weekly contact with their Advocate. Within the first week of entering the

authorities, including but not limited to the Division of Child Protection and Permanency (DCP&P).

Initials: MW

#### **SCHOOL/EMPLOYMENT**

- All Participants are expected to maintain full time (minimum of 35 hours per week) consistent employment for the entire length of their stay at Dottie's House.
- A participant may also be enrolled in school (minimum of 9 credits), but they must be employed part-time work a minimum of 25 hours per week.
- If a resident loses their job, they will be given up to 2 weeks to regain employment.

Initials: MW

#### **SAFETY**

Because everyone at Dottie's House is a survivor of domestic violence, sexual assault, stalking and/or dating violence, safety is our foremost priority. We ask that Participants help us maintain the safest environment possible. Below are some guidelines to follow:

- **Safety Planning** ~ Upon entering Dottie's House, Participants will meet with Advocates to discuss and develop a current Safety Plan and make changes as the new housing situation may dictate. Advocates will work with Participants to identify further ways of enhancing family safety and develop strategies for minimizing or escaping dangerous situations. This is a Personal Safety Plan. Each Participant is the expert of their own experiences and Advocates will assist the Participant in creating a Safety Plan that meets their current situation. Safety Plans will be revised and changed as often as both the Advocate and Participant agree is necessary.

Initials: MW

#### **RESTRAINING ORDER**

Dottie's House strongly encourages all Participants to file for a temporary restraining order against their abuser(s), if they have not already done so, followed by a final restraining order, in order to protect themselves and their child(ren) from the abuser. The following matters are applicable:

- Staff will refer Participants to Legal Services of New Jersey for assistance with all necessary paperwork, legal referrals, and legal advice.
- Participants must provide a copy of the restraining order to their Advocate.
- Participants must notify their Advocate of all court dates and must provide copies of all notices and/or other documents/paperwork concerning the same to their Advocate.
- If the abuser disobeys the order or commits any act of violence on Dottie's House premises, **WE WILL PRESS CHARGES** against the abuser.

Initials: MW

#### **BACKGROUND CHECKS**

Dottie's House reserves the right to conduct a background and/or criminal investigation and/or fingerprint check upon any visitor in order to protect the safety and security of all other Participants in the Program (and their children), as well as the staff members of our facility. In agreeing to participate in our Program, all Participants recognize and understand the importance of maintaining the safety and security of our facility, and hereby agree to waive all privacy rights otherwise held, and to hold Dottie's House, as well as all of its officers, staff, employees and agents, harmless from and against any and all claims, liabilities, lawsuits, etc., which may arise from the loss of privacy in this regard.

Resident's of Dottie's House are permitted to have 2 visitors during their residency in the program. Dottie's House will pay for the background check for the first visitor; the second visitor will be required to pay \$25 charge for the background check. This payment is to be made by money order payable to Dottie's House prior to the background check being run.

Initials: MW

#### **CONFLICT RESOLUTION**

Program Participants and staff come from varying backgrounds and represent diverse ethnicities, religions, cultures, political leanings, and daily needs. Please treat all Participants, children, and staff with respect and consideration and work to prevent or minimize the minor daily challenges that inevitably arise.

Participants are always encouraged to resolve minor issues or conflicts with the person directly involved in a respectful, non-violent manner. Threats or violence will not be tolerated and will be grounds for Program termination. If you need help to resolve a conflict, please contact staff for assistance.

Some tips for respectfully addressing issues include:

- Calmly discussing the issue face-to-face rather than resorting to gossiping and retaliation, which can exacerbate the situation.
- Refrain from judging other Participants who have a different way of doing things, such as parenting, housekeeping, speech, culture, eating habits, dress and hygiene, daily routine, etc.
- Understand that not everyone is at the same place in their growth toward independence. Realize that while advice or suggestions may be well intentioned, each Participant needs to deal with things in their own time and way.
- Conduct oneself in a manner that will not disturb other Participants' peaceful and safe enjoyment of the premises (noise, respecting others' property, etc).

Initials: Mel

#### **GRIEVANCES**

Every effort will be made to resolve each grievance in a fair and timely manner. In the event that a grievance cannot be solved through discussion with the Participant's Advocate, then it is the right of the Participant to request that the issue be taken up with the Program Director. If an equitable decision is not reached, the Participant may submit the issue in writing to the Program Director. A meeting will be set to discuss possible solutions, recommendations, etc.

Initials: Mel

#### **CHILD CUSTODY**

In order to be eligible for participation in our Program, Participants must have legal custody of any child or children who will be residing with them at Dottie's House. Participants must provide a copy of their custody agreement, restraining order, court order and/or divorce decree to our staff. Please refer to the "Address Confidentiality", "Visitation" and "Restraining Order" sections of this Program Manual for related requirements.

After entry, Participants may not change the child(ren) who will be residing with them at Dottie's House, unless prior approval is received from staff.

Children over the age of 18 at the time of their mother's entry are considered adults, and their entry into the Dottie's House program would be considered as a separate case. Once a child who is in residence turns 18, that child's continued stay shall be determined by staff on a case-by-case basis.

Initials: Mel

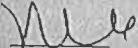
#### **HEALTH AND MEDICAL**

Participants are required to advise their Advocate of any over the counter or prescription medications that they may be taking. Medications that are not reported and result in positive urine screenings will qualify as a positive result.

- Written permission for staff to assist family members in the event of an emergency is required. Participants must complete and execute an emergency medical authorization and release form. A copy of this form is attached hereto and made a part hereof.
- Staff must be notified **immediately** of any communicable illnesses. Participants should advise their advocate of any injuries, sexually transmitted diseases or infections, surgeries, pregnancies, disabilities, etc., of any nature, affecting either themselves or their family members.
- Medical coverage must be provided for the Participant and their child(ren). Coverage for children can be provided through their father's insurance, Medicaid, or NJ Kid Care/Family Care. Applications are available through Advocates. A copy of Proof of Insurance must be provided to Dottie's House upon entry to our Program. Any changes

to, or termination of this coverage must be reported immediately to Dottie's House. Failure to report any changes or termination of coverage immediately to Dottie's House may be considered grounds for immediate termination from the Program.

- Dottie's House reserves the right to request that a Participant or prospective Participant undergo a medical or psychiatric evaluation, if deemed necessary by staff. The purpose of an evaluation is to ensure that a Participant has no ailment (mental or physical) which would interfere with the Participant's ability to complete the Program or receive meaningful benefits from the Program, or place other Participants at any risk of danger, or that there are no communicable diseases which could easily spread to others in the house.
- In addition, all Participants must complete and execute a Release of Information form relating to the release of medical, psychological, and other information or records to various agencies. A copy of this form is attached hereto and made a part hereof.

Initials: 

#### **DRUG AND ALCOHOL POLICY**

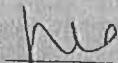
Dottie's House maintains a drug and alcohol-free facility. As a condition to participation in our Program, Participants must agree to not possess, use, imbibe, ingest, inhale, etc., any non-prescriptive controlled dangerous substance, narcotic, drug, or alcoholic beverage while in the Program. Necessary prescriptive medications may only be permitted on the premises following staff notification and contact information on the prescribing physician.

Any Participant with a known history of drug or alcohol abuse must have a successful proven track record of a minimum of one year of sobriety. The Participant must provide all contact information related to their recovery prior to acceptance to the program.

- Each Participant is required to sign and abide by a Substance Abuse Agreement while participating in our Program. A copy of this Agreement is attached hereto and made a part hereof. Violations of this requirement may be cause for immediate termination from our Program. Additionally, if criminal acts are suspected or involved, Participants will be turned over to the appropriate authorities. Criminal convictions shall be cause for immediate dismissal from our Program.
- Random and/or unannounced urine screening will be performed on Participants in our Program by staff from time to time. In agreeing to participate in our Program, all Participants recognize and understand the importance of being drug- and alcohol-free, and hereby agree to waive all privacy rights otherwise held, and to hold Dottie's House, as well as all of its officers, staff, employees and agents, harmless from and against any and all claims, liabilities, lawsuits, etc., which may arise from the taking and testing of urine samples by our staff in the good faith performance of their duties.
- Refusal or failure to provide urine will be considered a positive result.
- Participants who are in recovery must continue sobriety by attending AA/NA meetings and attending drug/alcohol counseling and must abide by all requirements of such programs.

- In addition, all Participants must complete and execute a Release of Information form relating to the release of medical, psychological, and other information or records to various agencies.

Initials:



### ***TERMINATION***

Our goal is to offer support with stable, safe housing as Participants move toward a new life. Staff will do their best to accommodate Participant needs while in Dottie's House and help ensure a productive experience. Staff will always attempt to work out a solution to any conflict rather than immediately dismissing a Participant; however, there are some situations in which we may need to ask a Participant to leave the Program. Our policy is to make these determinations on a case-by-case basis and take into account the Participant's particular circumstances. In order to prevent immediate termination, Participants are asked to follow these guidelines:

- ◆ **Violent or Threatening Behavior:** Participants are required to refrain from verbally, physically, or emotionally threatening behavior and abusing or endangering their child(ren), other participants, staff, or volunteers. A list of behaviors that will not be tolerated includes (but is not limited to): hitting; kicking; punching; slapping; name calling; threats; excessive use of profanity; intimidating behaviors; and homophobic, racist or sexist language, comments or insults.

Please understand that staff may be mandated to file reports with outside agencies that may be of consequence to residents. This means that the law may require us to report situations in which we feel children are in danger or are being abused or neglected to the Division of Child Protection and Permanency (DCP&P). This department is charged with investigating reported incidents of child abuse and neglect and will work with Participants to help their child(ren) stay safe. Whenever possible, we will notify Participants when it is necessary to file a report and will ask Participants to participate in this process or file the report themselves. If there are any questions regarding this policy or procedure, please discuss them with a staff member.

- ◆ **Illegal Activity:** Participants are required to refrain from engaging in or permitting any illegal behaviors. Illegal behaviors include (but are not limited to): prostitution, illegal drug manufacturing use or sales, child pornography, and illegal storage or use of firearms.

If a Participant purposefully engages in any illegal behavior, we reserve the right to terminate her participation in the Program. If dismissal is necessary, the procedure for termination is as follows:

If a safety concern or imminent danger exists, the Participant will be terminated immediately. The Dottie's House staff will notify Participant's benefits provider (and DCP&P, if applicable), and do its best to find an alternative housing site if requested.

In the absence of a safety concern, the notice to vacate will be determined on a case-by-case basis.

If terminated, you will be required to leave within 24 hours and must do so in the presence of staff.

Initials: MW

#### **GRADUATION PROCEDURES/DEPARTURE FROM THE PROGRAM**

A Participant is considered eligible for graduation from the Program after the following requirements have been met:

- Completion of all the goals and objectives in the Personal Plan.
- Completion of a Graduation Plan (required before the 18<sup>th</sup> month in the program).
- Compliance with the Housing Search Case Plan developed with your Advocate.
- Completion of any and all paperwork necessary for rental, leasing, mortgage, affordable housing or Section 8 applications, including the posting of a security deposit, if necessary.
- Completion of Exit Interview.
- Full-time employment has been secured.
- Payment in full of all monies due and owed to Dottie's House.

Prior to, and after final departure, the following matters are applicable:

- A final inspection will be conducted when Unit is vacated. Participants' keys are to be returned to their Advocate. Failure to return keys will result in a fine of twenty-five dollars (\$25.00). (See "Keys" section of the Housing Agreement for further information).
- Failure to clean unit appropriately will result in a cleaning cost of \$150 to Dottie's House which will be deducted from the security deposit.
- All outstanding utility bills will be deducted from the security deposit as well.

Initials: MW

#### **HOUSING AGREEMENT**

##### **HOUSE LOCATION**

Dottie's House is in a confidential location, so only those immediate family members who are registered with Dottie's House should be given the address. For the safety of the residents, every attempt must be made to keep the location confidential. Therefore, only registered visitors may know the location of the house. Under no circumstances should an abuser or other known perpetrators of domestic or sexual violence or stalking know the location or the phone numbers of the house. If Participants deliberately jeopardize the safety of the staff and all Participants by giving this information out to any perpetrator, they may be terminated from the Program.

\* Participants are required to use a post office box address for all mail, and not the Dottie's House street address. Please be advised that if using the Dottie's House business PO Box, you will not be able to forward your mail to a residence upon move out from Dottie's House. If needed, the Staff will be happy to assist with establishing a personal PO Box.

Initials: M

#### **PROGRAM FEES/FINANCIAL MATTERS**

Due to the cost of providing Program services and housing, participants are expected to contribute a monthly Program fee, in accordance with the requirements of the "Fair Housing Act", P.L. 1985, c222, to Dottie's House. Program fees for clients on Temporary Assistance for Needy Families (TANF) and Emergency Assistance (EA) are determined by the Ocean County Board of Social Services (OCBSS) regulations when applicable.

Program fees have been established as follows:

- Minimum of \$406 for a single (1) bedroom unit/Maximum of \$517.00
- \$517 for a two (2) bedroom unit/Maximum of \$621.00
- \$622 for a three (3) bedroom unit/ Maximum of \$717.00

New Maximum fees will be determined each year.

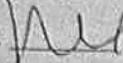
- Program fees are due on the 1<sup>st</sup> of each month.
- When the 1<sup>st</sup> of the month falls on a weekend or holiday, Program fees are due on the next business day.
- Program fees must be paid by money order or check only. A fee will be assessed if a personal check has insufficient funds.
- A late fee of five dollars (\$5.00) per day shall be assessed beginning the 5<sup>th</sup> day of the month for any late payment of Program fees, and a Written Offense maybe issued. Residents who do not pay their Program fees and late fees in full by the end of the month will face termination.

In addition, all Participants must complete and execute a Financial Disclosure/Release/Authorization Form relating to their eligibility for affordable housing, as well as an Agreement to Pay Program Fee. Copies of the Form and Agreement are attached hereto and made a part hereof.

Initials: M

#### **RELATIONSHIP BETWEEN PARTICIPANT AND FACILITY**

Each Participant is considered to be a "guest" while participating in our Program and while temporarily residing at Dottie's House. The nature of Dottie's House indicates that the housing currently being provided is of a limited nature. Housing at Dottie's House is not leased or rented to Participants. In no way are Participants to be considered a "tenant" or to have any rights to use or occupy our facilities other than those specifically set forth in this Program Manual and Participant Agreement. Each Participant understands and acknowledges that no landlord/tenant relationship has been established.

Initials: 

#### **DEPOSIT/RESPONSIBILITY FOR DAMAGES**

All Participants are required to post a refundable security deposit upon entering our Program to protect Dottie's House against damages to our facility. During or after participation in our Program, Dottie's House will draw against this deposit to the extent necessary to repair damages to the Participant's Unit (including appliances within the Unit) or to repair damages to common areas, appliances and/or appurtenances located at our facilities, as caused by the Participant or her child(ren). The deposit may also be used by Dottie's House to pay for utility bills that remain outstanding and unpaid by the Participant, unpaid Program fees, and/or for other expenses incurred and unpaid by the Participant prior to the Participant's graduation from our Program. The deposit may also be forfeited if any Participant voluntarily or involuntarily terminates participation in the program prior to the full twenty-four (24) month period. If Dottie's House is required to utilize any portion of the deposit while a Participant is in residence at our facility, then that portion expended must be replenished within 30 days by the participant in accordance with the requirements of staff, or else such failure represents a violation of this section. Any unused portion of the deposit will be returned to the Participant within one (1) month of the participant's graduation from the Program but not before all of the Participant's utility bills have been paid in full. If the security deposit is insufficient to cover all such charges, then the Participant shall be responsible to Dottie's House for all sums over and above the security deposit. When moving out of Dottie's House, a staff member will conduct a walk-through of the apartment with the Resident in order to determine what, if any, damages have occurred.

Each Participant is responsible for all appliances that are within her unit. Routine maintenance of appliances is the responsibility of the Participant. Major defects in appliances will be addressed and paid for by Dottie's House, but if it is shown that the defect was the result of the Participant's destructive activity or neglect, or that of her child(ren), then the Participant is responsible.

The security deposit required is based on one month's program fee as follows.

- 1-bedroom unit - \$550
- 2-bedroom unit - \$650
- 3-bedroom unit - \$750

\*\*\$150 of the deposit will be held for a cleaning fee of the unit. If the unit is satisfactorily cleaned, the cleaning fee will be returned to the resident. Dottie's House also has the right to charge storage and moving fees as appropriate.

Initials: Mel

#### **UTILITIES**

- All incoming Residents will have their utility (JCP&L, NJ Natural Gas and Brick Township Municipal Utilities Authority - BTMUA) accounts opened by Dottie's House, with Dottie's House being listed as the account holder.
- Cable and/or land line phone (Comcast, and/or Verizon) accounts are to be opened by the resident and are the financial responsibility of the resident.
- Residents must present proof of payment to staff, and any resident who does not pay a bill by the date it is due will be issued a Written Offense.
- Residents must advise the Program Director of any conditions that may prevent them from paying their utility charges in a timely manner.
- Any participant who is in arrears will be issued a Written Offense and may be subject to termination.

Initials: Mel

#### **WATER AND SEWER**

The monthly cost of the water and sewer per unit are listed below:

One bedroom is \$35 per month  
Two bedroom is \$45 per month  
Three bedroom is \$55 per month

These fees are due on the first of the month along with the program fees.

#### **HOUSE MAINTENANCE AND CHORES**

The Dottie's House staff has an overall responsibility to ensure that the house remains in a livable, sanitary, and safe condition for the health, safety, and welfare of all Participants. Cleaning and various house chores are a necessary part of any living situation but become even more important with multiple families living together.

Participants in the Program are expected to keep their Unit and all common areas/property in a clean and sanitary condition and to comply with all applicable federal, state, and local laws and regulations, codes, and ordinances, etc.

- The front door of the facility must be closed and locked at all times.

- Staff will conduct bi-weekly, as well as random unannounced, housing inspections.
- Failed housing inspections will result in re-inspection.
- If the re-inspection is failed, a Written Offense will be issued.
- Subsequent violations may result in a fifteen dollar (\$15.00) fine or termination from the Unit.
- All Participants must keep the outside areas around Dottie's House clean and safe. No children's toys, bicycles, etc. may be left outside after use.
- The backyard area must be well-maintained. Participants are expected to clean up after themselves and to report any problems or concerns to the staff.
- All participants must use proper garbage receptacles and must keep track of and heed the applicable garbage and recycling schedule. Each garbage can and recyclable can is marked with numbers that coincide with the apartment number you live in. The garbage cans are shared with one other resident neighbor and the recyclable cans are shared with two other resident neighbors. It is each resident's responsibility to ensure that they ONLY use their assigned cans and that they use the garbage cans for garbage ONLY and the recyclable cans for recycled material ONLY. It is each resident's responsibility to communicate with their neighbors with whom they share the garbage and recyclable cans to ensure that they are brought to the curb and returned to the back yard on their scheduled pick up days each week. Each garbage can have its own bungee cord which MUST be secured every time garbage is put in it to avoid animals from digging through the cans and making a mess in that area. The bungee cord must be unfastened at the curb so that the garbage truck can mechanically dump the garbage can. The following fines will be incurred and will be due immediately:
  - \$25 for each resident who apartment number is assigned to the can. Failure to take garbage can and/or recyclable cans to the curb on the scheduled days and return them to the back yard after they have been emptied.
  - \$25 Failure to bungee the garbage can (per viewing camera)
  - \$25 Left garbage/recyclables on the ground (per viewing camera)
  - \$50 Failure to lock the gate/return key to the mailbox area/lost gate key
- Participants shall not disturb their neighbors. This includes, but is not limited to, loud music, fighting, loud voices, and harassment.
- Unit doors should be kept closed and locked when the Unit is unoccupied.
- Any participant who does not abide by these guidelines will receive a Written Offense and may be subject to termination.

Dottie's House is responsible for larger maintenance issues such as repairs, appliances, etc. Please alert staff immediately and fill out the required form if there is an issue or repair that requires attention.

Initials: Wb

#### CURFEW

Dottie's House affords Participants as much freedom as possible while still maintaining a safe and secure environment for all. However, in order to maximize the safety and security of all our Participants (and their children) we have established a curfew for all Participants in our Program. It is expected that Participants and their children shall be in Dottie's House by 11:00 p.m. Sunday through Thursday. On Friday and Saturday nights, the Participants may return no later than midnight. Children who reside at Dottie's House are subject to the same curfew as their mothers. From time to time, there will be a need for exceptions to this policy. Requests for an exception must be made in writing to the Advocate and the signed approval must be placed in the Participant's file.

- Any Participant who does not abide by these guidelines will receive a written offense and may be subject to termination.

Initials: WEL

#### VISITORS

Participants in the Program may not provide shelter (including overnight visitation) to any individual, family, or group of individuals, regardless of their relationship to the Participant or their financial circumstances, unless court ordered.

We understand that guest's behavior cannot be controlled by Participants but do ask that caution and good judgment are used when inviting approved guests into the transitional house. Any individual (friend, family member) who may be a threat to the personal well-being of any of the other Participants, children, or staff should not be allowed on the premises at any time. If there is a protection order (or similar legally binding order) in place between a Participant and another individual, the individual is not allowed onto any of the organization's property or into the transitional house. Anyone who willingly violates this protection order may risk termination from housing.

- Each Participant may identify two (2) female support persons as visitors. Support persons may not be males. These visitors must have a background check performed prior to being allowed into Dottie's House.
- **No male** visitors are allowed.
- Adult males, with the exception of the abuser, may help Participants move their furniture out with the permission and presence of staff.
- If a Participant is expecting a guest, that Participant must answer the door.
- Visitors may not be in Participant's unit without their presence.
- All visitors must sign confidentiality statements and a release. The Participant must accompany their visitor(s) whenever they leave the Unit. All visitors must leave the Unit by 8 p.m. Visitors who do not comply with Program and building guidelines will lose their visiting privileges.
- Visitors are subject to background checks. The cost for the initial visitor will be paid by Dottie's House. The second visitor will be required to cover the costs of their background check.
- Any participant who does not abide by these guidelines will receive a written offense and may be subject to termination.

Initials: MJ

#### **IDENTIFICATION OF FAMILY MEMBERS**

While at Dottie's House, the following individuals, who are the children of the Participant, shall reside at the facility with the Participant:

1. Arabella Lafecera Birthdate: 12/15/19    3. \_\_\_\_\_ Birthdate: \_\_\_\_\_  
2. \_\_\_\_\_ Birthdate: \_\_\_\_\_    4. \_\_\_\_\_ Birthdate: \_\_\_\_\_

The Participant understands and acknowledges that no other person(s) shall be permitted to reside with them during the terms of their participation in the Program.

Initials: MJ

#### **CHILDCARE AND CHILD SUPERVISION**

When possible, childcare may be provided for Participants during group activities sponsored by the facility. Each Participant's Advocate will review and approve childcare arrangements. When supervising one another's children, the supervising adult may supervise the children in her Unit, or in the children's Unit, and must remain with the children if they exit the Unit.

School-aged children must be enrolled at an educational facility. For those children who are not school-aged, it is each Participant's responsibility to acquire adequate childcare for their own child(ren). Participants may be eligible for subsidies through Child Care Services at Ocean County Board of Social Services or through other applicable programs. Please check with staff or Advocates for details.

Childcare should be provided by a licensed facility.

The following specific restrictions apply to supervision of children:

- Children under the age of 12 may not be left alone in their own Unit or another Participant's Unit.
- Children age 15 and older may, with the knowledge of the staff, supervise their siblings, provided that such supervision shall not extend later than 10:00 p.m.
- Children age 15 and older may supervise the child or children of another resident, with the prior approval of both of the mothers involved. Such supervision shall not extend later than 10:00 p.m.
- Each mother is responsible for the safety and supervision of her own child(ren).
- Children shall not play in the parking lot without adult supervision. Each mother is responsible for any injuries that occur to her child(ren) while playing in the parking lot.
- **Children are not allowed to play in the halls at any time.**

- Any Participant who does not abide by these guidelines will receive a written offense and may be subject to termination.

Initials: MW

#### **CAPTAIN SYSTEM**

Dottie's House has a Captain System in place to promote accountability, responsibility, and empowerment. A Captain's tasks involve setting the alarm system at night.

Initials: MW

#### **ALTERATIONS**

Participants shall not alter, improve, paint or wallpaper, or make any other alteration(s) to their individual Units without first obtaining approval from staff. Participants shall be required to pay all costs and expenses incurred by Dottie's House for restoring Units to their former condition if this requirement is violated. Commando strips may be used, but must be removed prior to exiting. Participant is responsible for the items in their unit. Do not give your household items to others. You will be held responsible when you leave.

Initials: MW

#### **LIABILITY FOR INJURIES**

Dottie's House assumes no liability for any injuries sustained by Participants or their child(ren) while in their Unit or anywhere else on the premises, interior and exterior, of the facility. Participants in our Program agree to waive any and all claims against Dottie's House and its officers, employees, agents and staff and to hold them harmless from and against any claims for injuries suffered by Participants or their children while in their Unit or anywhere else on the premises, interior and exterior, of the facility. All Participants will be required to obtain Renter's Insurance for their unit within the first 30 days.

Initials: MW

#### **LIABILITY FOR VALUABLES**

Dottie's House assumes no liability whatsoever for valuables or other personal items kept in the facility by the Participant or by the Participant's child(ren), and the Participant assumes all risks associated with any valuables kept on the premises while involved in the Program. Care should be taken to lock the Unit door when leaving and all belongings should remain in the Unit.

Initials: MW

#### **EMERGENCY PROCEDURES**

All Participants will receive and are expected to read a copy of the Emergency Procedure Manual. Any questions or comments regarding emergency procedures should be addressed with staff.

Initials: MW

#### **KEYS**

Participants in the Program will be provided with keys to the front/back door of the facility, as well as a key to their individual apartment Unit. If the key to the front/back door is lost, stolen or otherwise misplaced, a \$25.00 replacement fee will be charged. If an individual apartment Unit key is lost, stolen or otherwise misplaced, a \$25.00 replacement fee will be charged. New keys will not be issued until the fee is paid.

Additionally, the following regulations apply:

- Upon entry to the Program, you will be provided with one (1) set of keys: **KEYS ARE NOT TO BE DUPLICATED**. When moving out of Dottie's House, all keys must be turned in during your staff supervised walk-through of your apartment.
- Please advise staff immediately if keys are lost, stolen, or otherwise misplaced. This is a safety issue for the Participants, the children of Dottie's House, and staff members.

Initials: MW

#### **PRIVACY**

At Dottie's House, we strive to provide a safe and stable environment for survivors of domestic violence and their children. For your protection, we use security cameras to monitor the outside of the premises, as well as to monitor the common interior areas of the building.

Your authorization into the House Program indicates your acceptance of the monitoring and your agreement to waive any and all privacy expectations for yourself and your child(ren) while participating in the Program and further indicates that you agree to hold Dottie's House, as well as all of its officers, staff, employees and agents, harmless from and against any and all claims, liabilities, lawsuits, etc., which may arise from the loss of privacy in this regard.

Initials: MW

#### **SAFETY GUIDELINES**

- Closely supervise children when they are playing outdoors.
- Consider keeping blinds or curtains closed, especially at night.
- Do not admit anyone into the house other than approved guests.
- Call the policy immediately if any stranger or suspicious behavior is seen on the property

- There is an escape route posted in your apartment indicating the exits to be used should an emergency evacuation be required. All Participants and their child(ren) must be familiar with the escape route.
- Note that monthly, unannounced fire drills will be conducted.
- Please remember to use house-related safety precautions. For example:
  - Don't overload electrical sockets or use appliances with frayed electrical cords.
  - Keep heat vents free of clothing, furniture, and other flammable items.
  - Keep exits free of items that may inhibit Participants from getting out in an emergency.
  - Keep cleaning supplies and other toxic chemicals out of the reach of children.
  - Do not leave appliances, such as the stove, on when unattended.
  - Keep small items, such as buttons, small toys, etc. out of reach of young children.
  - Feel free to speak with staff about tips on childproofing.

Initials: W

### **TRANSPORTATION**

Participants are to use their own transportation and/or own resources when arranging transportation to and from appointments. It is not the responsibility of Dottie's House or any other agency to ensure that Participants are able to keep their appointments. Staff will be available to help Participants consider alternative solutions if they are having difficulty with transportation and will assist Participants with the Program van if possible. Forty-eight (48) hours' notice, along with approval of staff, is needed when requesting transportation. There is no guarantee that we will be able to accommodate your request.

When traveling in the van, you are required to abide by van guidelines:

- No smoking.
- No eating.
- Seat belts must be worn at all times.
- A DMV/nationally approved car seat as age or weight defined for children must be used.
- A booster seat must be used for children younger than eight (8) years old, or under eighty (80) pounds. Children over eighty (80) pounds must sit in the backseat and use a seat belt.
- Medical transportation should be used for all Medicaid covered medical and counseling appointments. It is the Participant's responsibility to make appropriate arrangements with them. Usually forty-eight (48) hours' notice is required for transportation.

Any Participant who owns, obtains, or maintains a vehicle does so at her own risk. Dottie's House is not responsible for the maintenance, upkeep, registration, or insurance costs of a Participant's vehicle. For instances of emergency, the automobile's license plate number must be provided to the Program Director along with copies of the auto insurance policy and registration.

The Dottie's House Program is one in which self-sufficiency of the Participant is the ultimate goal. As Participants prepare themselves to move elsewhere and enter permanent housing

facilities following involvement in our Program, transportation remains the responsibility of the Participant.

Initials: MW

#### PARKING

There is adequate parking for one (1) car per family and each staff member. The handicapped parking spot is reserved for legally handicapped individuals only (i.e., those individuals who possess permits, tags or stickers from the appropriate authority indicating that they are handicapped). Unauthorized parking in the handicapped spot will result in a Written Offense. Additionally, where a Written Offense has been issued, termination from the program may result if the behavior persists on one or more repeated occasions. This determination shall be left entirely to the sole discretion of Dottie's House staff.

Initials: MW

#### OVERNIGHTS

Participants are not permitted overnight leaves away from Dottie's House during the first six (6) months of their residency at Dottie's House without permission from staff. After completing six months in the Program, a Participant may occasionally take overnight leaves, with the approval of her Advocate. For any leave, it is imperative that information be provided to staff as to the Participant's whereabouts (address and telephone number) in case of emergency. Participants must provide written notification to Program staff at least three days prior to the leave. If approval is sought for a leave on short notice or without having provided sufficient advance written notification, the decision as to whether to grant permission for the leave is left to the discretion of staff. This is to be the exception rather than the rule. Anytime an overnight leave is taken, Participants should not return to Dottie's House until at least 7:00 a.m. the following morning, except in cases of emergency. Exceptions may be made to this policy by the administration in the case of an emergency.

Overnight working shifts are not appropriate for the transitional home setting. However, under appropriate circumstances, Program staff may make an exception to this rule. This is a determination that shall be left to the discretion of staff.

- Any Participant who does not abide by these guidelines will receive a written offense and may be subject to termination.

Initials: MW

#### VISITATION

If visitation is required by a court order, Dottie's House requires that residents make arrangements to meet and pick up their child(ren) at a neutral location, such as at the local police station or municipal building, when setting up visitation times. Under no circumstances is the address of Dottie's House to be provided to the father of your child(ren).

Initials: \_\_\_\_\_

**PETS**

There are no pets allowed in Dottie's House.

Initials: MWD

**SMOKING**

Smoking is not permitted in the house at any time, for any reason. Please smoke outside on the patio area ONLY and dispose of butts and ashes appropriately.

Initials: MWD

**MOVING FROM DOTTIE'S HOUSE**

It is each Participant's responsibility to notify and obtain approval from staff as to graduation arrangements (i.e., move out time and date and identities of those providing assistance, if applicable) in preparation for the final move from Dottie's House. Staff will help Participants to secure assistance, if necessary. Any visitors who are intending to assist Participants with their move must be approved by staff beforehand. Dottie's House reserves the right to prescribe the time and date of the final move, as well as to approve who may be on the premises to assist with this move.

Initials: MWD

**PROCEDURES FOR FORMER DOTTIE'S HOUSE RESIDENTS**

Mail: Once residency at Dottie's House has ended, it is the responsibility of the participant to change their address with the Post Office. It is not possible to forward mail from a business PO Box to a residence. Therefore, any participants' who have chosen to use Dottie's House business PO Box will need to change their address will all mail senders. Staff will be happy to assist will establishing a personal PO Box to ensure mail forwarding is a smooth transition upon graduation and move out from Dottie's House.

Visits: In the event Participants choose to return to Dottie's House to participate in a group meeting or visit a staff member, they must schedule an approved date and time in advance. Unauthorized visits by former residents will not be permitted, and any current resident who admits a former resident without authorization will receive a Written Offense.

Initials: MWD

**PERMANENT HOUSING**

It is each Participant's responsibility to find permanent housing following participation in our Program. We urge all Participants to commence this process at least one (1) year prior to graduation. Dottie's House will, to the extent possible, provide linkages to community resources and will endeavor to assist and support all Participants in their efforts at securing permanent housing, but the ultimate responsibility rests with each Participant. All interested Participants are encouraged to complete an application for affordable housing through the Homes Now offices.

Initials: M

My signature below verifies that I have read, reviewed, and accepted the terms stated in this Housing Agreement. I have reviewed all of the material(s) contained herein or attached hereto with a staff member of Dottie's House. I understand that my signature below binds me to all of the rules and regulations of the Housing Agreement while I am a participant in the Dottie's House Program. I understand that my failure to abide by the aforementioned rules and regulations can result in my immediate termination from the housing being provided to me and my children. I understand and acknowledge that I am not a tenant at the Dottie's House facility and that my residence in the facility is a privilege that may be revoked at any time at the sole discretion of Dottie's House staff, pursuant to the terms and conditions set forth in this Housing Agreement. I further understand and acknowledge that any rights afforded tenants, which may be provided by state and/or local law, are not applicable to me or to my child(ren) and that the housing being provided to me is contingent upon my compliance with the regulations in this Agreement.

Melissa Guinn Melissa Guinn 6/16/20  
Print Name and Signature Date  
Program Applicant

Karen A Kinton  
Print Name and Signature  
Dottie's House Staff

Karen A Kinton, MSW 6/16/20  
Date

# EXHIBIT H

# Dottie's House

## Notice of Termination

November 1, 2021

Melissa Guinn.

Since you have failed to comply with the rules and regulation of Dottie's House, we have no choice but to terminate your program and stay at Dottie's House.

Melissa, you are being terminated for the following reasons

- Non-compliance of seven verbal and written warnings to remove items from your unit that was causing trip and fire hazard and using your apartment as a storage unit.
- Also, constant verbal disrespect of Dottie's House staff.

I, client's name, hereby agree to the reasons of my termination and my participation in the Dottie's House program. I agree that I will vacate the premises within the hours of 9:00am to 7:00pm on Tuesday, November 2, 2021.

I understand that when I leave, it must be when a member of the Dottie's House Staff is present, and that I must return my keys as well.

I understand that if I refuse to give a forwarding address, any mail received will be returned to sender.

Client

Date \_\_\_\_\_

Staff

Date \_\_\_\_\_

Karen A Weston

11/1/21

# EXHIBIT I



William Strazza <ws@lowspc.com>

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## RE: TERMINATION - UNIT 16 MELISSA

1 message

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**Karen Kirton** <karen@dottieshouse.org>

To: William Strazza <ws@lowspc.com>

Cc: Matt Werner <mjw@lowspc.com>, Helen Lasky <helen@dottieshouse.org>

Mon, Nov 1, 2021 at 8:05 PM

Unfortunately, if your client does not comply with termination by 7:00pm, we will contact Brick police for assistance in removing her.

We have had their assistance in the past.

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**From:** William Strazza <ws@lowspc.com>  
**Sent:** Monday, November 1, 2021 8:01 PM  
**To:** Karen Kirton <karen@dottieshouse.org>  
**Cc:** Matt Werner <mjw@lowspc.com>  
**Subject:** Re: TERMINATION - UNIT 16 MELISSA

FOR SETTLEMENT PURPOSES

WITHOUT PREJUDICE

I have directed my client not to execute the termination notice. Further, I plan to seek emergent relief by way of order to show cause tomorrow seeking an injunction against my client's termination.

If you wish to discuss a reasonable time period for my client and her disabled 2 year old to move, I am glad to do that and upon reaching such agreement would advise my client to execute a modified termination letter.

Bill Strazza

William Strazza

LAW OFFICE OF WILLIAM STRAZZA, LLC

Mailing Address (for all locations)  
95 West Main Street, Suite 5-260  
Chester, NJ 07930  
[www.lowspc.com](http://www.lowspc.com)

Morris County Office  
1 Mill Ridge Lane, Suite 106  
Chester, NJ 07930  
Phone: 908-955-0734  
Fax: 908-800-0575  
Mobile: 973-668-6344  
email: [ws@lowspc.com](mailto:ws@lowspc.com)

Union County (Appointment Only)

Phone: 908-688-8005  
Fax: 908-688-8780

Essex County (Appointment Only)  
Phone: 973-387-8486  
Fax: 973-339-7461

On Mon, Nov 1, 2021, 7:02 PM Karen Kirton <karen@dottieshouse.org> wrote:

Hello Bill,

Dottie's House staff appreciate your attempt to resolve this issue for your client.

As evidence by today's conversation and the disrespectful manner that she speaks to staff and numerous requests to remedy the situation since March 2021, staff has to do what is best for Dottie's House.

Melissa has also used derogatory language towards the Director calling her a f\_\_\_\_\_ Bitch and stated that she does not know what she is doing, which was witnessed by three other residents.

In the best interest of the program, we have no choice but to terminate Melissa giving her twenty-four hours to secure housing for herself and her daughter.

This is always a difficult decision but one that is necessary in this case.

I am also attaching some picture of the unit.

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**From:** William Strazza <ws@lowspc.com>  
**Sent:** Monday, November 1, 2021 11:02 AM  
**To:** Helen Lasky <helen@dottieshouse.org>; Karen Kirton <karen@dottieshouse.org>; Crystal Palm <crystal@dottieshouse.org>; Dotties House <admin@dottieshouse.org>  
**Cc:** mjguinn27@gmail.com; Michael Wittenberg <mswittlaw@aol.com>  
**Subject:** Fwd: TERMINATION - UNIT 16 MELISSA

Good morning all. Allow me to introduce myself. My name is Bill Strazza. I represent Melissa Guinn.

As I suspect most (perhaps all) of you know, Melissa just wrapped up her role as witness in the Union Township Municipal Court in the case of State of NJ v. Adidarko. Mr. Adidarko was accused of domestic violence assault as committed against My client. In my capacity as Chief Public Defender of

the Union Township Municipal Court, I am quite nearly finished in my role as her advocate as she was the victim of domestic abuse and I serve as liaison between her and the Union Township Chief Municipal Prosecutor. I do not speak for the office of the Municipal Prosecutor of Union Township, but I do have him copied on this email, as I suspect his office has an ongoing interest in the stability of Ms. Guinn's housing situation.

Melissa has come to me today quite terrified that she is being removed from her housing unit at Dottie's house and further fears that is happening today at 5pm. As you all know, Melissa has a young daughter. She still has the protection of a criminal no contact order from Union township. Further, she and her daughter both have medical issues / disabilities.

If, in fact, they are removed from Dottie's House today with no plan for transition, both will be sleeping in a car tonight.

Having reviewed the facts with Ms. Guinn and having seen the below email exchange, it is less clear to me what the intentions are at Dottie's House relative to Ms. Guinn.

That said, I am hoping to have an opportunity to discuss that with all of you and hopefully alleviate some of my client's fear and anxiety.

Although this work for Ms. Guinn cannot and is not being undertaken by the Union Township Office of the Public Defender, as some of you may know, Public Defenders in Municipal Courts frequently also maintain private law

practices. Accordingly, I am representing Ms. Guinn in this emerging dispute with Dottie's House through my private law practice. Given her circumstances, I am waiving all fees and handling this for her on a pro bono basis. My sense is that if the program were truly planning to render her and her daughter homeless today at 5pm, I might likely be able to seek and obtain an injunction from the Superior Court to prevent that irreparable harm.

However, I tend to think that her immediate eviction is not imminent and am hoping a conversation today can lead to a global resolution of all issues which are at the heart of this dispute.

Please feel free to write me or to call my cell anytime to discuss - 973-668-6344 .

Bill Strazza

William Strazza

**LAW OFFICE OF WILLIAM STRAZZA, LLC**

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**Essex County (Appointment Only)**

Phone: 973-387-8486

Fax: 973-339-7461

----- Forwarded message -----

From: Melissa Mels <mjguinn27@gmail.com>  
Date: Mon, Nov 1, 2021 at 9:09 AM  
Subject: Fwd: TERMINATION - UNIT 16 MELISSA  
To: William (Bill) Strazza <ws@lowspc.com>

Hi Bill,

Thank you so much for taking time to help me with this! I have no words that can match my appreciation.

Sincerely,

Melissa Gunn

----- Forwarded message -----

From: Melissa Mels <mjguinn27@gmail.com>  
Date: Sat, Oct 30, 2021 at 2:13 PM  
Subject: Re: TERMINATION - UNIT 16 MELISSA  
To: Helen Lasky <helen@dottieshouse.org>  
Cc: Dotties House <admin@dottieshouse.org>, Karen Kirton <karen@dottieshouse.org>

Helen,

Karen said she will help me in my unit so the list of things you want done can be done since I physically cannot do it myself. I only have small window of time that Karen is there while Arabella is at daycare. Is that not going to happen now? I have to supervise a visit with Arabella's father/my abuser on Tuesday so I was hoping to get this taken care of

as soon as possible. I do not like being harassed and would like to get this taken care of as soon as possible. I do not want to give you any reason to threaten terminating me and leaving me and my toddler no place to live. I literally have no place to go otherwise I would not be here.

If you plan on terminating me Monday, please let me know now so I can research over the weekend to ensure I have all the information to resources come Monday morning. I do not want to be left hanging and homeless w no place to turn to like others here have had to endure.

Thank you,

Melissa Guinn

Unit 16

On Sat, Oct 30, 2021 at 11:31 AM Helen Lasky <helen@dottieshouse.org> wrote:

Melissa:

You have a meeting with myself and Karen on Monday at 5:00pm.

Helen

**From:** Melissa Mels <mjguinn27@gmail.com>  
**Sent:** Saturday, October 30, 2021 7:02 AM  
**To:** Helen Lasky <helen@dottieshouse.org>  
**Cc:** Crystal Palm <crystal@dottieshouse.org>; Karen Kirton <karen@dottieshouse.org>  
**Subject:** Re: TERMINATION - UNIT 16 MELISSA

Wow Helen... thank you for the link. I would think some compassion given that I should be out on disability per doctor recommendation because of the injuries I sustained but I keep working just so I can have a roof over my daughter's and my heads here despite the pain it causes me. I have asked for help numerous times and have not received any except for that one volunteer who refused to wash her hands and only wanted to touch my food and pots and pans since she had back surgery and couldn't do any of the things I needed help with. Dottie's House is supposed to be a place of healing. Instead, you are trying to terminate me due to my injuries from the very DV assault that led me here.

I will put in the request for the gates I have asked you for numerous times (verbally and in writing) for over a year that you promised you would have Stan put up as soon as he was free. I will also be speaking with my attorney to ensure my rights are protected. From now on, I would like everything in writing. I have complied with what you had asked of me for everything I am physically able to do despite the extra pain it caused, and the things I have been unable to do I have asked you for help and you promise you will get me the help I need but then nothing happens. I get no help and you say it's ok but then inspection comes and it's an issue again. Sometimes I even get a verbal inspection pass and you say I did a great job, and the very next inspection you complain about the same things you said I did good with. It's literally just like the DV abuse wheel, round and round. I do not want to discuss anything with you verbally from now on since I can not trust what you say. If you insist on speaking verbally, I will be recording it for my records.

Kindly put a copy of this entire email chain in my file.

Thank you,

Melissa Guinn

On Sat, Oct 30, 2021 at 5:45 AM Helen Lasky <helen@dottieshouse.org> wrote:

There isn't a link for maintenance..... its an e mail. Service@dottieshouse.org

Helen

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**From:** Karen Kirton <karen@dottieshouse.org>  
**Sent:** Friday, October 29, 2021 5:06 PM  
**To:** Helen Lasky <helen@dottieshouse.org>  
**Subject:** RE: TERMINATION - UNIT 16 MELISSA

Can you please forward Melissa the link for maintenance

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**From:** Helen Lasky <helen@dottieshouse.org>  
**Sent:** Friday, October 29, 2021 3:36 PM  
**To:** Karen Kirton <karen@dottieshouse.org>  
**Subject:** TERMINATION - UNIT 16 MELISSA

Karen:

Katie and I performed an apt inspection for Melissa today. Attached is our report. This is the last stray. You can see that she has been warned 8 times already, just this year, and has not complied to any of them. I told her our patience has run out. She is good in all but one requirement of the program. How do we handle this?

*Helen Lasky*

*Director of Finance and Administration*

*Dottie's House*

P. O Box 4002

Brick, NJ 08723

E mail: helen@dottieshouse.org

Phone: 732-262-2009

E Fax: 1-732-377-7901